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State of South Carolina,

County of Greenville.

This agreement entered into the day and year hereinafter stated, by and between David Cannon of the one part and M.M. Duncan and W.F. Sprouse of the other part,

WITNESSETH:

That for and in consideration of the sums of money to be paid, as is hereinafter stated, by the said Duncan and Sprouse to the said Cannon, the said Cannon does hereby sell unto the said Duncan and Sprouse all of the growing trees standing and growing on the land hereinafter described, which said trees will square 4 inches at 10 feet above ground, together with free liberty of entry and right of way for the said Duncan and Sprouse, their servants, agents, workmen and teams in, through, over and upon the said premises, and to fell, cut down, and carry away the said trees and timber described as aforesaid.

The land above referred to is described as follows: BEGINNING at Camp Creek Church and thence following public road to the ford of the branch at Mr. Dobbin's line; thence with the line of said Cannon and Dobbins to the corner of the line of Mac. B. Thompson; thence in a straight line over the Mountain to McKinney's line; thence in a straight line to Pettis Prince's line; thence to a corner between the land of Luther Brown and said Cannon on top of the mountain; thence by line to a corner of the public road, near a house of Arthur Wall; thence with the line of the said Cannon to the beginning corner, said land being situate in the County and State aforesaid.

The sum to be paid for all of the said timber is Nine hundred Dollars (\$900.00) which is to be paid as follows: Seventy-five per cent of the value of all of the timber felled or cut down at such time as said timber is carried away, provided a payment for such shall be made once within each thirty days from the date hereof, and provided further, that the whole of said Nine hundred Dollars (\$900.00) shall be paid on or by the first of March 1915.

It is further agreed that if seventy-five per cent (75%) of the value of all timber cut down on said premises within any thirty days during the life of this contract, is not paid for as above provided, and removed from said premises without making said payment as is above provided, or any of the payments as they may become due from time to time, as above provided, then the said Cannon shall have the right to end this agreement, re-enter and take possession of said premises and timber and that the said Duncan and Sprouse will thereupon cease to enter and cut any more timber, and will deliver said premises and timber to the said Cannon and thereupon discontinue and terminate this contract, and all rights existing thereunder shall cease and be utterly null and void.

It is further agreed that the said Cannon be and is hereby given the first lien of all of the timber until paid for by the said Duncan and Sprouse, according to the agreement as is hereinabove stipulated, and said Duncan and Sprouse hold themselves subject to the laws of the State for disposition of said timber without payment, the same as is applied to disposing of any other property under lien in the State.

It is further agreed between the parties hereto that all of the timber purchased and sold, as hereinabove provided, shall be removed from said premises on or by the first day of April 1915; it is further agreed that all such timbers as are not removed from said premises by the said Duncan and Sprouse on or by the last mentioned, date, that all such timbers not then removed, shall revert to and become the property of the said Cannon, and thereupon the said Duncan and Sprouse will cease to enter and cut and remove any more of said timber, and will deliver said premises -

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- and all remaining timber to the said Cannon, and that this contract shall term terminate and be discontinued and all rights existing thereunder to the said Duncan and Sprouse shall cease and be utterly null and void and that the said Cannon shall not refund any part of the purchase money above provided for, nor be in any other way accountable to the said Duncan and Sprouse on account of any matter or thing in this contract.

It is further agreed that the said Duncan and Sprouse will care for and not injure the said premises in the exercise of the rights hereby granted.

The said Duncan and Sprouse hereby agree to all of the foregoing conditions, stipulations and agreements, and that they will pay the sums of money at the time, upon the terms and under the conditions above stated, and at the end of the period above stated, or at the termination of this lease for any cause prior thereto, will deliver said premises to the said Cannon without suit or process.

It is further agreed that the said Duncan and Sprouse shall not sub-let or convey any right or purchase hereunder to any person, firm or corporation without same first having in writing executed to the said Cannon a satisfactory and secure obligation that they will do and perform the whole of this contract.

In witness whereof, the parties hereto have in duplicate set their hands and seals, binding themselves, their heirs, executors, administrators and assigns firmly by these presents, this the first day of October, 1912.

Signed in the presence of

D.B. Jackson,

M.M. Duncan, (Seal)

John Rollins,

W.F. Sprouse, (Seal)

David Cannon, (Seal)

State of South Carolina,

County of Greenville.

Personally appeared before me D.B. Jackson and made oath that he saw the within named M.M. Duncan, W.F. Sprouse and David Cannon sign and seal the foregoing agreement and that he with John Rollins witnessed the execution thereof.

Sworn to before me this

Dec. 30th, 1912.

D.B. Jackson

B.A. Bennett,

Not. Pub. for S.C.



Recorded for December 30th, 1912.