

State of South Carolina,  
County of Greenville.

Memorandum of Agreement entered into this 25th, day of April, A.D. 1921, by and between G.T. Hawkins hereinafter referred to as party of the First part, and Jones McCrorey, hereinafter referred to as party of the second part, Witnesseth:-

Whereas, on or about the 23rd, day of January 1920, W.R. Zimmerman, J.P. Ables and C.C. Hindman executed and delivered unto G.T. Hawkins, a note and mortgage of certain premises, in the County and State aforesaid, said premises being specifically described in said mortgage, as will appear from a record of same, recorded in the R.M.C. Office for Greenville County, in Vol. 82, page 166, said note and mortgage being in the sum of Four thousand three hundred twenty-two and 52/100 (\$4,322.52) Dollars. It was the intention of the parties at the time said mortgage was executed and delivered, that the same should cover the lands described therein, and should not cover any of the timber standing, lying or being thereon; but since the execution and delivery of the said mortgage, Jones McCrorey has become the owner of the lands described in said mortgage, and also the owner of the timber on said lands, and some question has arisen as to the rights of the mortgage creditors and the said Jones McCrorey.

Now, in consideration of the said Jones McCrorey assuming the payment of the said mortgage in the sum of Four thousand three hundred twenty-two and 52/100 (\$4,322.52) Dollars, according to the terms and conditions thereof, all right, title and interest which the said G.T. Hawkins may have or appear to have in the merchantable timber lying, standing or being upon the lands described in the aforesaid mortgage, are hereby released and transferred unto the said Jones McCrorey, his heirs and assigns; and the said G.T. Hawkins does hereby acknowledge that the mortgage aforesaid does not cover or convey any of the merchantable timber thereon, and the said Jones McCrorey is hereby given permission to sell and convey said timber and timber rights, free and clear of the mortgage lien above referred to, and he, the said Jones McCrorey, is hereby permitted not only to convey the said timber, but to enter into contracts of whatever nature or kind pertaining to the cutting and removing thereof, just as if the mortgage obligation of the party of the first part did not exist.

In witness whereof, the parties hereto set their hands and seals the day and year first hereinabove written, agreeing thereby to bind themselves, their heirs and assigns to the faithful performance of the terms and conditions hereof.

In presence of:

C.C. Hindman,  
I.S. Pitts,  
Howard Caldwell.

G.T. Hawkins (Seal)  
Party of the first Part.

Jones McCrorey (Seal)  
Party of the second Part.

State of South Carolina,  
County of Greenville.

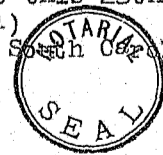
Personally appeared before me C.C. Hindman who upon oath says that he saw the within named G.T. Hawkins, party of the first part, and Jones McCrorey, party of the second part, sign, seal and as their act and deed deliver the within written instrument and that he, with I.S. Pitts witnessed the execution thereof.

Sworn to before me this 25th, day of April A.D. 1921.

J.C. Shearer (Seal)  
Notary Public for South Carolina.

C.C. Hindman.

Recorded April 26th, 1921.



The State of South Carolina,  
County of Greenville.

Know all men by these presents, That I, Jones McCrorey of the County and State aforesaid, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, to me in hand paid at and before the sealing of these presents by Howard Caldwell, (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain sell and release unto the said Howard Caldwell, and his heirs and assigns:-

All merchantable timber, of every kind and description, standing, lying and being upon a tract of land, hereinafter referred to and described, the words, "Merchantable Timber" herein being understood to be such timber as is Eight inches or more in diameter, twelve inches above the ground when cut; and in conveying said timber, it is further agreed that the said Howard Caldwell, or his heirs and assigns, shall have the right and privilege of selecting <sup>suitable</sup> sites for mill yards and the hacking of lumber and timber on the lands upon which the aforesaid timber is now growing, standing, lying or being, and he and his heirs and assigns shall have the right of ingress and egress in, to and over said lands for the purpose of cutting, manufacturing and removing said timber and its products; and shall have the right to construct roads and roadways, steam railways, tramways, steam skidders, or any other appliance or equipment which may be necessary or proper, according to the most approved methods of loading, handling and manufacturing timber and lumber, or its products, on and over said lands. And it is agreed that the said Howard Caldwell shall have until July 13, 1927, in which to cut, manufacture and remove the said timber and lumber; except, the timber and lumber upon a certain tract of land, included within the boundaries hereinafter referred to, which has previously been conveyed to A.G. McKinney, by deed recorded in the R.M.C. Office for Greenville County, in Vol. 50, page 287; and the timber from this land, which is one hundred eighty-one (181) acres, according to said deed, shall be cut and removed by January 13, 1925, the deed above referred to as having been made to A.G. McKinney, and recorded in Vol. 50 page 287, conveying the lands only, subject to the timber rights, which had previously been conveyed away by a deed which gave until January 13, 1925, for the removal thereof, he, the said McKinney having no interest in the timber of the dimensions named herein until and after January 13, 1925; and after the expiration of this contract, the said Howard Caldwell shall have a reasonable time in which to remove his mills, machinery and appliances from said premises.

It is understood and agreed that there is to be included in this conveyance all saw-mills, and saw-mill equipment, and the use and occupancy of all buildings, shacks, houses and other appurtenances upon the lands as aforesaid, belonging to the said Jones McCrorey; but at the expiration of this contract, said buildings, shacks and houses shall revert to the owner of the lands, and when once erected, no such shacks shall be removed from the place erected.

It is understood and agreed that after abandoning any saw-mill site upon the premises above referred to, and hereinafter specifically described, and moving his mills therefrom, that he, the said Howard Caldwell, shall have only two years in which to return to said sites for a re-cutting over of said lands already cut over.

And in cutting and removing the timber from said lands, the said Howard Caldwell, his heirs and assigns, shall exercise reasonable and ordinary care so as to protect as best they can, by the exercise of reasonable and ordinary care, such wood and timber as is not covered by this conveyance.

(Over)