

description of said property; said tract being thereon designated as Parcel VI - "James B. Mays Tract" - 555 acres.

Parcel VII That certain piece, parcel or tract of land, commonly known as the Wilson-Gibbs-Guignard Tract", containing 720 acres, more or less, lying to the South and West of and adjoining Parcel VI - "James B. Mays Tract" above described, on waters of Mathews Creek, branch waters of South Saluda River, in Cleveland Township, Greenville County, State of South Carolina, conveyed by The Saluda Corporation unto Saluda Land and Lumber Company as "Tract D-I - Wilson-Gibbs - Guignard" under deed bearing date April 16, 1921, appearing of record in the Office of the Registrar of Mesne Conveyances in and for County and State aforesaid, in Vol. 85 of Deeds, Page 1 et seq; reference to said deed and the Plat of Howard Wiswall, C.E., Survey of 1918-1922 hereunto annexed being craved for full and complete description of said tract, the same being on said Plat designated as Parcel 6 - "Tract D-I - Wilson-Gibbs-Guignard" - 720 acres; Saving and excepting therefrom, however, 10 acres, lying within the boundaries of said 720 acre area, described in the conveyance of S.E. Bagwell, sole heir-at-law of Mrs. C.M. Moore, deceased to T. Walker Masters and J.F. Burgess under deed recorded in the R.M.C. Office aforesaid in Vol. 4, of Deeds, page 100.

And

Whereas, said Saluda Land and Lumber Company, the second party, has agreed to sell to the said Susan C. Mills, the first party, the several tracts of land hereinbefore designated as Parcels I to VII inclusive, aggregating 2,510 acres, more or less, at the price of One Dollar (\$1.00) per acre for each and every acre thereof, to-wit:

The total sum of Two thousand five hundred and ten dollars (\$2,510.00), reserving, however, unto itself, its successors and assigns, for a period of Thirty (30) Years, all the Timber and Trees, of every kind and description, situate, standing, lying and being on said lands, together with all the Rights and privileges hereinafter in detail specified,

and

Whereas, the title of the said Saluda Land and Lumber Company to Parcel I "The J. Walter Grey Tract" - 165 acres, Parcel III, "The J. Walter Grey Tract" - 65 acres, Parcel IV - "The Mary B. Pressley Tract" - 595 acres and Parcel VII - "The Wilson-Gibbs-Guignard Tract" - 710 acres, all hereinbefore described, is subject to the lien of the unpaid portion of that certain purchase money mortgage given by said Saluda Land and Lumber Company unto The Saluda Corporation, April 16, 1921, recorded in the Office of the Registrar of Mesne Conveyances for Greenville County, Vol. 42 of Mortgages, page 277, in net, the sum of Sixty-one thousand Dollars (\$61,000.00), which said sum represented by one, and the final Mortgage Note, matures August 1, 1924, and

Whereas, the said second party does not desire at this date to anticipate payment of said mortgage, and, whereas, until the payment and discharge of said Mortgage Lien, the said second party is unable to deliver free and clear title to the said tracts of land hereinbefore mentioned, and Whereas, it is the mutual desire of the said Susan C. Mills and Saluda Land and Lumber Company at this date to make and enter into a good and sufficient Contract for the Purchase and Sale from and to one another of the respective properties hereinbefore described and set forth.

Now Therefore, This memorandum of Agreement made and entered into this 21st, day of August, A.D. 1923, by and between Susan C. Mills, a widow, of the City of Greenville, County of Greenville, State of South Carolina, hereinafter and hereinbefore called the First Party, and Saluda Land and Lumber Company, a corporation duly created, organized and existing under and by virtue of the -

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Laws of the State of Delaware, hereinafter and hereinbefore called the Second Party, for and in consideration of the sum of Ten Dollars (\$10.00) each to the other in hand paid, the receipt whereof is hereby severally and respectively acknowledged, and, further, in consideration of the premises, doth agree to and with each other as follows: Witnesseth

I

That, Susan C. Mills, the said First Party, does hereby agree to Sell, and Saluda Land and Lumber Company, the said Second Party, does hereby agree, at and for the consideration and upon the terms hereinafter specified, to Purchase: All the Timber and Trees, of every kind and description, (now for and during the full time, term and period hereinafter specified) situate, standing, lying and being and hereafter growing, upon that certain piece, parcel or tract of land hereinbefore described as the "James Campbell Hand Tract", comprising 226 acres, more or less, together with all the rights, ways and privileges and subject to all of the Conditions, Restrictions and Limitations in detail set forth in the Deed of Conveyance proposed to be given hereunder, a copy of which said proposed Timber Deed is hereunto annexed, marked Exhibit "A", and made a part and parcel of this Contract for all purposes.

The consideration and manner of payment therefor to be: The sum of Ten Dollars (\$10.00), in cash, this day paid, the receipt whereof is acknowledged, and, the delivery by second party to first party of a good and sufficient deed in the law, conveying title (free and clear from all encumbrances) to the lands and premises as provided for and described in Paragraph II, next succeeding, concurrent with the delivery of deed from first party to said second party as herein provided: delivery of deed to be made at the Peoples National Bank of Greenville, S.C., pursuant to the Escrow Agreement hereinafter set forth.

II

That, Saluda Land and Lumber Company, the said second party, does hereby agree to Sell, and, the said Susan C. Mills, the said first party, does hereby agree, at and for the consideration and upon the terms hereinafter specified, to Purchase: those several certain tracts of land hereinbefore described as Parcels I to VII, both inclusive, subject to all the Reservations, Exceptions and Conditions embodied and in detail set forth in the Deed of Conveyance proposed to be given hereunder a copy of which proposed Deed of Conveyance is hereunto annexed, marked Exhibit "B", and made a part and parcel of this Contract for all purposes.

The consideration and manner of payment therefor to be: The sum of Ten Dollars (\$10.00), in cash, this day paid, the receipt whereof is acknowledged, and, the delivery by first party to second party of a good and sufficient deed in the law, conveying title to the Timber, Trees and other property Rights as provided for and described in Paragraph I, next preceding, concurrent with the delivery of deed from second party to said first party as herein provided. Delivery of deed to be made at the Peoples National Bank, of Greenville, S.C., pursuant to the Escrow Agreement hereinafter set forth.

And, it is mutually agreed by and between the said first and second parties as follows, to-wit:

That, contemporaneous with the execution of this Agreement, they shall and will respectively execute Deeds of Conveyances in words and form identical to the proposed instruments hereto attached, designated as Exhibits "A" and "B" and deliver to and deposit the same, when duly executed, (together with a copy of this Agreement) with the Peoples National Bank of Greenville, S.C., to be held by said Bank, in escrow, until the said second party shall furnish due and proper Satisfaction of the mortgage lien hereinbefore described, whereupon, the said The Peoples National -

(Over)