

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

TIMBER AGREEMENT

KNOW ALL MEN BY THESE PRESENTS That I, JOHN F. AYERS, in the State and County aforesaid, in consideration of the sum of One Thousand & no/100 (\$1,000.00) Dollars to me in hand paid at and before the sealing of these presents by GEORGIA HARDWOOD LUMBER COMPANY (the receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, sell and release unto the said Georgia Hardwood Lumber Company: all pine and poplar trees measuring twelve inches or more at the stump and all other timber and trees of whatsoever species measuring fourteen inches or more at the stump, now, for and during the full term and period hereof, situate, standing, lying, being and growing upon the following described tract of land, to-wit:

All that certain piece parcel or tract of land said to contain 139 acres, more or less, situated, lying and being in Saluda Township, State and County aforesaid, bounded on the North, East, and West by the lands of Saluda Land and Lumber Company and on the South by lands now or formerly belonging to Mrs. Gibson and being the same lot of land conveyed to the Grantor herein by deed of William Randolph Hale, Jr., dated April 24, 1939 and recorded in the R.M.C. Office for Greenville County in Deed Book 210 at page 147.

I do hereby grant unto the said Georgia Hardwood Lumber Company all rights of ingress and egress together with all rights of way, privileges and easements on, over, upon and across said lands, which may be useful, convenient or necessary for cutting, removing and transporting of timber and trees on the lands hereinabove described or any other timber, trees or timber products whatsoever on the surrounding lands, together with the right to locate, construct and maintain over and across said lands such roads, tramways, skidders and equipment of every kind whatsoever, necessary or convenient for cutting and removing timber and timber products.

I further grant the right to cut, use and remove undergrowth, brush, earth or stone, the cutting, removal or use of which may be necessary or convenient, together with the further right to remove all machinery, fixtures and other things of whatsoever nature placed upon the premises by the Grantee. Said Grantee shall not be obligated to remove road beds, tree tops, limbs or stumps but shall not be hereby precluded from doing so, if it so desires.

The purchase price above referred to is based upon the assumption that the timber removed under this contract will not exceed 100,000 feet. If it develops that said timber exceeds 100,000 feet Georgia Hardwood Lumber Company is to pay the Grantor the sum of Ten (\$10.00) Dollars per thousand feet for such excess, said payments to be made monthly. * *

The Grantee, its successors and assigns, shall have the full term of three years from the date hereof in which to cut and remove the timber hereby conveyed and to use and exercise the rights, privileges and easements hereby granted. Title to so much of said Timber and trees as remain on said lands, either standing or fallen, at the expiration of said three year period shall immediately revert to and become the property of the Grantor, his heirs and assigns.

TO HAVE AND TO HOLD all and singular unto the said Georgia Hardwood Lumber Company, its successors and assigns, for the full term and period of time hereinbefore specified for the cutting and removal of said timber and trees and the enjoyment of all rights granted hereunder.

And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Georgia Hardwood Lumber Company, its successors and assigns, against myself and my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

** Footage to be based on the Doyle Log Rule and logs are to be scaled by the Companys log scaler at the mill and the scale may also be checked at any time by the Grantor.

WITNESS my hand and seal this 31st day of March in the year of our Lord one thousand nine hundred and forty-seven in the one hundred and seventy-first year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

W. S. Henderson
M. H. Lesesne

John F. Ayers (LS)

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE,)

PERSONALLY appeared before me W. E. Henderson and made oath that he saw the within named John F. Ayers Sign, seal and as his act and deed deliver the within written deed, and that he with M. H. Lesesne witnessed the execution thereof.

SWORN to before me this 3rd day of April, A.D., 1947.

W. E. Henderson.

M. H. Lesesne (LS)
Notary Public for South Carolina.