

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

WHEREAS on the 17th day of June, 1946, William E. Chandler, Jr., did grant, bargain and sell to the Frazier Lumber Company, a partnership composed of W. D. Frazier and A. W. Frazier, all the timber of every kind of ten inch stump diameter and upward, and all ash timber of eight inch stump diameter and upward, standing upon that certain tract of land containing 64 acres, more or less, and being the same conveyed to William E. Chandler, Jr., by J. W. Jervey, Jr., et al by deed dated March 30, 1946, recorded in the R. M. C. Office for Greenville County in Deed Book 259, Page 468, and

WHEREAS said timber deed conveyed the right and privilege of constructing and maintaining roads and the privilege of operating a saw mill on the premises, and

WHEREAS it was further provided that the timber must be cut and remove from the premises within two years from the date of June 17, 1946, and

WHEREAS by deed dated April _____, 1947, William E. Chandler, Jr., for valuable consideration has conveyed fee simple title to said premises to D. R. Traver, and

WHEREAS D. R. Traver and W. D. Frazier and A. W. Frazier have reached an agreement whereby said W. D. Frazier and A. W. Frazier have agreed not to cut any more timber on said premises, Now Therefore

For and in consideration of the sum of fifteen hundred dollars, the said Frazier Lumber Company, a partnership composed of W. D. Frazier and A. W. Frazier, does hereby bargain, sell, convey and release to said D. R. Traver all the right, title and interest in and to the above mentioned timber contract.

It is expressly agreed between the parties hereto that said W. D. Frazier and A. W. Frazier, their agents, servants, representatives will not cut any timber of any kind or nature on said premises after the date of this instrument.

It is further expressly agreed that said W. D. Frazier and A. W. Frazier, their agents, servants and representatives shall have the right to remove from the premises all timber which has been cut prior to this date, provided however, that such timber already cut must be removed on or before sixty days from the date of this instrument.

In witness whereof the parties hereto have hereunto set their hands and seals this 17th day of April, 1947.

In Presence of:

Wesley M. Walker

Marjorie Waugh

FRAZIER LUMBER COMPANY, A Partnership

BY: W. D. Frazier

Partner

BY: A. W. Frazier

Partner

D. R. Traver.