

That said parties of the second part, agrees to pay the said parties of the first part the sum of \$1100.00 for said timber, payable as follows: \$300.00 cash now and \$100.00 each month thereafter until the sum of \$700.00 is paid and \$50.00 each month thereafter until the full \$1100.00 is paid in full.

Excepting and reserving however all lucust on the Southeast side of Phillips Mountain and all timber embraced by a straight line from the Grave Yard to the highest point on mountain; then Northeast to a high poplar in corner of field near branch; all timber on Northeast side of said hill.

It is also agreed between the parties of this agreement that after Walt Thomas who is now cutting the lucust on the Southeast side of mountain finishes cutting same the parties of the second part may cut what is left by Walt Thomas.

The parties of the second part shall have the period of five(5)years from the date of this deed to cut and remove said timber hereinbefore described.

The parties of the second part shall have the right at such locations that they may elect to erect and maintain upon said lands, saw mills, stables and other buildings which they may consider necessary to carry on said timber operations.

TO HAVE AND TO HOLD said timber, together with the rights and priviledges hereinbefore set out to them the said parties of the second part and their heirs and assigns in fee simple forever.

And the said parties of the first part do covenant that they are seized of said timber and the lands upon which it is situated in fee simple and have the right to convey the same, that the same is free and clear from all encumbrances and that they will warrant and defend the title herein conveyed against the lawful claims of all persons whomsoever.

IN RESTIMONY whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

WITNESSES:

J. C. Poole

Jerry Hawkins

Walter Thomas (SEAL)

Ida Marie Thomas (SEAL)