

Handwritten notes

TWELVE (12)

Handwritten notes

The party of the second part, its successors and assigns, shall have ~~eighteen (18)~~ months from this date to remove said timber from said land. However, should the harvesting of said timber be stopped by injunction or other legal process, then in that event, the time of stoppage shall not be included in said ~~18~~ 12 months period, but shall be in addition thereto. Provided further, that the party of the second part, its successors and assigns, shall have the right to extend the time allowed for the harvesting of said timber under this Contract for an additional none months upon the payment to the part _____ of the first part an additional _____ Dollars at any time before the Contract expires.

It is further agreed that the part ies of the first part shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land and timber until the said timber is cut.

The party of the second part, its successors and assigns, their agents and employees, shall have the right to erect sawmills or other structures on the above described property with the right to remove the same within a reasonable time after the expiration of this Contract, and to enter freely upon the said above described tract or tracts of land, to have and enjoy all necessary or convenient rights of way, to be located anywhere by said grantee, its successors, his, her or their heirs or assigns, over said land and contiguous lands, for ingress and egress in, to on and over the lands hereinabove described, at any and all times for men and vehicles; to cut and make roads over said lands; and to do any and all things that may be necessary or convenient for the cutting, handling, hauling and removing of the timber as aforesaid from the above described tract or tracts of land.

The party of the second part, its successors or assigns, shall have the right to use mechanized harvesting equipment of such type as it deems necessary to complete the harvest of said timber.

Should any disagreement arise under or by virtue of this Contract or the cutting operation contemplated herein each of the parties hereto, his, her, their or its heirs, executors, administrators, successors or assigns agree to arbitrate the controversy and submit the matter to two disinterested arbitrators, one to be chosen by each of the parties, and, in case they disagree, the two chosen shall elect a third disinterested arbitrator, and the decision of two of the arbitrators shall be made in writing and shall be final and binding upon all of the parties.

All the covenants, stipulations and agreements herein assumed, or undertaken by either party to this Contract shall be binding upon their respective heirs, executors, administrators, successors or assigns, and all benefits and advantages herein provided for either of the said parties, shall accrue to their respective heirs, executors, administrators, successors or assigns as the case may be, and if these presents are not signed or executed by grantee, this deed shall take effect as a deed poll.

The part ies of the first part hereby warrants that they ha ve good and sufficient title to said property, the right to sell the timber herein described, and will forever defend said title and the rights herein granted against the claims of all persons whomsoever.

In witness whereof the part ies of the first part ha ve hereunto set their hand s and affixed their seal s the day and year first above written.

Thomas A. Bell
Judy B. Bell

Signed, Sealed and Delivered in the Presence of:

Arthur D. Meyer
Jean L. Bowman
Ray B. Coen

Ralph A. McCarter (L.S.)
Ralph H. McCarter
George W. McCarter (L.S.)
Sara McCarter (L.S.)

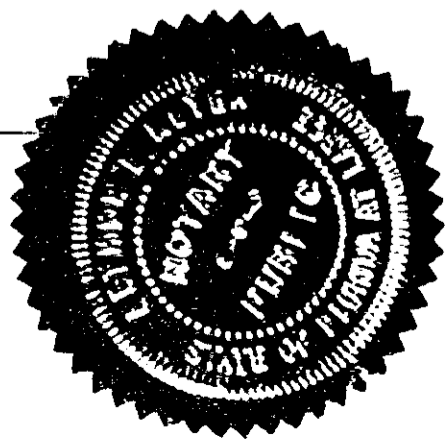
Florida
STATE OF SOUTH CAROLINA
COUNTY OF Dade

PERSONALLY appeared before me P.A. Heilich and made oath that she saw the within named George W. McCarter sign, seal and as his Act and Deed deliver the within written Deed, and that she with Arthur D. Meyer witnessed the execution thereof.

SWORN to before me this 19th day of January, A. D., 19 79.

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES AUG. 2, 19 80 (L. S.)
Notary Public for South Carolina

Arthur D. Meyer



0330

4328 RV-2