

Railway Company.

DONE IN DUPLICATE.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

In presence of:

Wm M Netherland . ATTEST

W.B.Kilpatrick.

As to Railway Company.

J.B.Parks

W.H.McCaw

As to City of Greenville.

Southern Railway Company,



By F. H. Cannon Third Vice President
Geo. R. Anderson Assistant Secretary
City of Greenville

By

Jas T. Williams Mayor
W. B. McDaniel Clerk & treasure



District of Columbia,
City of Washington)

Personally appeared before me Wm M Netherland and having been duly sworn says that he was present and saw F. H. Cannon sign, seal and as his act and deed for Southern Railway Company execute the within contract, and that he with W. B. Kilpatrick witness the execution thereof.

Sworn to before me this 7th day of November 1904.)

Wm M. Netherland

Pearce Hume (SEAL)

Commissioner for the State of South Carolina
at Washington, D.C.

State of South Carolina,

County of Greenville.) Personally appeared before me J. B. Parks and having been duly sworn says that he was present and saw the City of Greenville, by Jas T. Williams Mayor, and W. B. McDaniel, Clerk & Treasure, sign, seal and as his act and deed deliver the within contract and that he with W. B. McCaw witnessed the execution thereof.

J. B. Parks

sworn to before me this 20th day of March 1905.

W. C. Cothran (SEAL)

Notary Public, S. C.

Recorded March, 20th 1905

State of South Carolina,

Samuel H. Smith

County of Greenville.)

TO

National Light & Thorium Company

This agreement made and entered into this 9th day of February A. D. 1905 between

Samuel H. Smith of Sterling Postoffice Greenville County, South Carolina, of the

first part, hereinafter designated "Landowner", and National Light & Thorium Company

a Corporation of Delaware, of the second part, hereinafter designated as Company,

Witnesseth: That for the consideration hereinbefore mentioned the Landowner hereby

grants, sells and releases to the Company the property and premises hereinafter

described, to-wit: Greenville County, South Carolina, land and premises

situated at Greenville, South Carolina, and containing more or less

acres of land, to-wit: the premises hereinafter described, to-wit: the

land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter

described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter

described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter

described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter

described, to-wit: the land and premises hereinafter described, to-wit:

by J. L. Rhodes to E. M. Rhodes, The Company shall have exclusive mining rights for the recovery of Monazite sand on said land, but if Gold, silver, diamonds, or other precious minerals be found thereon, the same shall be the property of the land owner, The Company shall have exclusive water rights, with authority to make ditches and drains, and to do any and all things necessary for the commercial recovery and removal of the Monazite sand, including the rights of ingress and egress for its agents and servants. It agrees to pay for all damage to growing crops, and a fair and reasonable price for all marketable timber used for mining operations. It also agrees to pay to the land owner a royalty of fifteen dollars per ton for each ton of two thousand pounds of pure Monazite, or the equivalent thereof, removed from said property. Payment to be made to Samuel H. Smith. This contract shall remain

in force for a period of ten years from date, provided mining operations are begun within a period of six months from date. If mining operations be suspended at any time for more than six consecutive months then it shall be null and void.

To the faithful performance of the stipulations above written the Land Owner binds himself his heirs, executors, administrators and assigns, and the Company binds itself, its successors

In witness whereof the Land Owner hereunto sets his hand and seal, and the Company has caused its name to be subscribed by A. P. White, its President,

This the day and year first above written.

Executed in the presence of: Samuel H. Smith (SEAL)

W. H. Willimon National Light & Thorium Company

W. E. Willimon By A. P. White

State of South Carolina, Vice President

County of Greenville.) Personally appeared before me W. E. Willimon and made oath that he saw

the within named Samuel H. Smith and A. P. White Vice Pres- sign, seal and as their act and deed

deliver the within written instrument, and that he, with W. H. Willimon witnessed the execution

thereof.

Sworn to before me this 17th day of March A. D. 1905.

W. H. Willimon (SEAL) W. E. Willimon

NOT PUB, S. C.

State of South Carolina,

County of Greenville.) I, W. H. Willimon do hereby certify unto all whom it may concern,

that Mrs. M. F. Smith the wife of the within named Samuel H. Smith did this day appear

before me and upon being privately and separately examined by me, did declare that she

does freely, voluntarily, and without any compulsion, dread or fear of any person or persons

whomever, renounce, release, and forever relinquish unto the National Light & Thorium

Company, its successors and assigns, all her interest and estate, and also all her right

and claim of dower of, in or to all and singular the premises within mentioned and released

to the National Light & Thorium Company, to-wit: the premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises

hereinafter described, to-wit: the land and premises hereinafter described, to-wit:

the land and premises hereinafter described, to-wit: the land and premises