

STATE OF SOUTH CAROLINA,)
 COUNTY OF GREENVILLE,)

KNOW ALL MEN BY THESE PRESENTS, that I, Earle L. Hart, a married man, and Jane B. Hart my wife, of the City of Wilmette, County of Cook, and State of Illinois, hereinafter called the Vendors, for and in consideration of the sum of Ten Dollars and other valuable consideration to me in hand paid by Bishop Brothers (a partnership or a company) at and before the sealing and delivery of these presents, the receipt whereof is by us hereby acknowledged, have granted, bargained, sold and released, and by these presents do hereby grant, bargain, sell and release unto the said Bishop Brothers, a partnership or a company, organized and existing under the laws of the State of South Carolina, hereinafter called the Vendee, its successors and assigns:

FIRST: The Vendor agrees that the Vendee shall have the right to cut and remove all of the timber and trees of every kind and description ^{from the entire property and acreage} owned by the Vendors in Greenville County, this being a parcel or tract of land situated on Oil Camp Creek in Cleveland Township, Greenville County, State of South Carolina, - with the following exceptions and reservations:

A - The Vendee agrees not to cut or remove any trees or timber 6" in diameter or under that dimension.

B.- The Vendee agrees not to cut any fruit trees now growing on this property or planted in the future, during the terms of this contract.

C - The Vendee agrees not to cut any trees or timber within one Hundred (100) yards of the old Hart Homestead, as well as the smaller house down by the branch orchard and farm known as the Lee Hart Homestead.

Also, no trees or timber is to be cut within fifty (50) yards of any of the other houses on the Vendors' properties.

SECOND: TIME LIMIT

The Vendee, its successors, and assigns to have the full term of thirty (30) months from the date hereof, in which to cut and remove the timber and trees hereunder conveyed in this contract. No trees or timber is to be cut or removed from the property after the expiration of the thirty (30) months period herein specified.

THIRD: ROADS AND RIGHT-OF-WAYS

The Vendee is to have the right and privilege to construct the necessary roads or bridges on this property for the removal of the timber, - as well as the right of way to all present roads now on the property. But the Vendee also agrees that all present roads shall be kept in the same condition and repair as found at the time they start using same, and when all of this timber is removed and this contract completed, the Vendee agrees to put all roads in the same good condition as found at the date of this contract.

FOURTH: RELEASE

Should the Vendee at any time before the expiration of the period hereinbefore specified complete this operation of cutting and removing and transporting the timber from the premises, the Vendee then agrees to give the Vendor a Quit Claim Deed as against all claims in and to the lands and timber hereinbefore described.

FIFTH: The Vendors, heirs and assigns shall have the right and privilege at all times during the term and period of this contract to cut and use such small timbers as shall be needed and required for themselves and tenants thereon, for firewood, fence posts, and other necessary maintenance purposes,

SIXTH: PAYMENT OF TAXES:

The Vendee agrees that if there is any addition assessments or taxes levied against the timber and trees on this property during the term of this contract that they (the Vendee) will pay the full amount of any additional such taxes assessed against the timber, either growing or cut, and up until the time it is removed from the property during the term of this contract.

In other words, the Vendors agree to pay present annual taxes as far as land, buildings and ^{other} improvements are concerned, but any additional assessed taxes on account of the timber must be absorbed and paid for in full by the Vendee.

It is further agreed that the Vendors have and will pay all taxes in full to January 1st, 1937.

SEVENTH: The Vendee agrees that no timber, logs, lumber, or saw-dust is to be piled or stored upon the present bottom lands or acreage now cleared or under cultivation, and further the Vendee agrees in cutting and removing this timber not to interfere in any way in the ordinary care and operation of this property in the usual farming operation, and further any present drainage ditches or streams must not be dammed or interfered with in any way to cause loss to the Vendors in the care and operation of this property.

In witness whereof we have hereunto affixed our hands and seals this the ___ day of July 1937.

Witness:

L. E. Kendig
 Wm. G. Radisch

Earl L. Hart
 Jane B. Hart
 VENDORS