

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

This contract made and entered into by and between Marguerite G. Whitmire, hereinafter referred to as the Seller, and W. H. McCauley & Sons, a partnership consisting of W. H. McCauley, Jack H. McCauley, H. R. McCauley and Violet M. Stallings, hereinafter referred to as the Purchaser, witnesseth:

That in and for the consideration hereinafter expressed, the Seller does hereby sell and convey unto the Purchaser all growing merchantable timber of every kind and description measuring eight inches in diameter, stump measure, with the exception of trees immediately around houses and springs, on the property herein described:

Situate upon that certain tract of land lying in the County of Greenville, South Carolina, in Saluda Township, containing 60 acres, more or less, and being a portion of a 152 acre tract formerly belonging to C. O. Goodwin and having the following metes and bounds:

Beginning at a stake on the Cleveland Road which road runs from the Buncombe Road to the Geer Highway at the corner of the J. A. Winn tract; thence along his line 2321 feet to stone; thence N. 40-30 W. 484 feet to stone; thence S. 61-20 W. 682 feet to stone; thence S. 11-0 E. 2152 feet to iron pipe on said Cleveland Road; thence with the road S. 83 E. 182 feet to bend in road; thence S. 63-30 E. 161 feet to bend in road; thence S. 84-0 E. 280 feet to bend in road; thence N. 72-10 E. 200 feet to bend; thence N. 72-20 E. 300 feet to bend in road; thence N. 79-30 E. 100 feet to bend in road; thence S. 84-30 E. 100 feet to bend in road; thence S. 80-30 E. 300 feet to point of beginning.

Also situate upon that tract of land in Saluda Township, Greenville County, South Carolina, containing 470.2 acres, more or less, known as the Goodwin place, located on the Marietta Highway from Greenville on waters of North Saluda River, bounded now or formerly as follows: on the north by lands J. H. Cox; on the east by lands C. E. Cox; on the south by lands J. D. Cox and on the west by lands J. H. Cleveland and T. C. Gower, more particularly described according to plat by A. L. Hardin, Surveyor, November 22, 1887, copy of which is now on file with the Federal Land Bank of Columbia, and being the same lands described in a mortgage from C. O. Goodwin to Land Bank Commissioner June 4, 1934, recorded in Book 250, page 172.

In consideration for said timber the Purchaser herein agrees to pay to the Seller the sum of ten thousand dollars, payable in cash on execution of this instrument.

It is understood and agreed that the Purchaser shall have a period of three years from and after the date of this contract in which to cut and remove said timber. Any merchantable timber not cut or removed from said premises on or before the expiration of the above mentioned three-year period shall revert to and become the property of the Seller herein.

It is understood and agreed that the Purchaser in cutting and removing the timber from the above described tract of land shall cut or remove said timber in such a manner as to not unreasonably and unnecessarily damage the property of the Seller. The Purchaser further agrees that tree-tops shall be kept from clogging streams and removed when tree-tops fall into streams.

It is further expressly understood and agreed that trees will be cut and the logs removed from the above described property and sawmill operations will not be conducted on the above described property of the Seller by the Purchaser.