

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

OLLIE FARRNSWORTH
R. M. C.

This Indenture, Agreement, Contract or Conveyance made and entered into this 14 day of February, 1953, A. C., by and between Mrs. Sue H. Earle, of Greenville, S. C., hereinafter referred to as the Seller, and the Baker-McDonald Lumber Company of Piedmont, S. C., hereinafter referred to as the Purchasers.

WITNESSETH

The Seller agrees to sell and convey unto the Purchasers herein all merchantable timber measuring fourteen (14) inches or more in diameter at the stump, which measurement shall be made twelve (12) inches above the average height of the ground, excepting those bodies of pines known as the planted pines which was shown to the Purchasers by the Agent of the Seller, the full term and period hereof, situate, standing, lying and being, and growing upon all lands owned by Seller in this tract or tracts of lands in East Gantt, West Gantt and Pepper School Districts, State and County aforesaid. Said tracts of land totaling Twelve Hundred Eighty (1280) Acres more or less, as per plat made by Dalton and Neeves, now on record in R. M. C. Office, Greenville County.

It is mutually agreed that the sale price of said merchantable timber shall be the sum of Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00) to be paid at the time of signing said contract. The receipt whereof is hereby acknowledged by the Seller and said sale made subject to the following special restrictions or reservations to be later specified in this contract.

It is agreed between the parties hereto that the Purchasers shall have the immediate right of ingress and egress together with all right of way, privileges and easements on, over, upon and across said lands, which may be useful, convenient or necessary for cutting, removing and transporting timber, trees or lumber on the lands hereinabove mentioned respecting pastures, fields and crops.

It is agreed between the parties hereto that the Purchasers shall have the right to cut, use and remove undergrowth, (undergrowth is a term applicable to plants growing under or below other greater plants, and does not embrace a tree, which is a woody plant, whose branches spring from and are supported upon a trunk or body, which may be old or young, great or small) brush earth or stone, the cutting removal or use of which may be necessary or convenient to the cutting and removing of timber covered under this agreement, contract, indenture or agreement together with the right to remove all machinery, fixtures and other things of whatsoever nature placed upon the premises by the Purchasers. Said Purchasers shall not be obligated to remove road beds, tree tops, laps, limbs, or stumps, but shall not be hereby precluded from doing so, if it so desires. The Purchasers agree to leave all Walnut Trees upon the property herein described.

The Purchasers shall have the full term of two years from the date hereof with the right and privilege of extending said term for a period of one year if necessary due to circumstances beyond the control of man such as acts of God in which to cut and remove the timber hereby conveyed, and to use and exercise the rights, privileges and easements hereby granted. Title to such of said timber and trees as remain on said lands, either standing or fallen, at the expiration of said two years, unless extended by the terms of this agreement, shall immediately revert to and become the property of the Seller.

For assignment to Bank of Piedmont see Page 271 in this Book.

Paid in full and satisfied this 3rd day of September, 1953.

*Witness:
Bonnie D. Merritt
Sarah R. Davenport*

*Bank of Piedmont
By: Roy Jenkins
Vice Pres.*