

State of South Carolina,

This indenture made and entered into this the 19th. day of April 1906, between T.J. Cureton, John A. Cureton, and Peter F. Cureton, of the County of Greenville, and State of South-Carolina, of the first part and James W. McKinney of the City of Philadelphia and State of Pennsylvania of the second part WITNESSETH, That for and in consideration of the sum of One dollar paid to the parties of the first part by the party of the second part and in further consideration of the covenants and agreements hereinafter set forth we, the said parties of the first part for ourselves and for each of us, do hereby assign, and transfer, to the said party of the second part his heirs and assigns the following leases of minerals and mineral land in the Counties of Greenville and Spartanburg in the State of South Carolina, and all our mineral rights as contained in said leases, which leases are dated the ----- day of April 1883, and recorded in the office of the R.M.C. for Spartanburg County in deed Book V.V. at pages 1, 3, 5, 7, and 9 and in book No. I page 141 and one of said leases recorded in book O.O. page 149 in the office of R.M.C. of Greenville County and on the following lands to wit; One tract of land situate in Greenville and Spartanburg Counties in the State aforesaid lately belonging to Milton Underwood, containing two hundred acres more or less and adjoining lands of Goodlett, McLain, James Poxler and others; also one tract of land in said Counties of Greenville and Spartanburg lately belonging to J.J. Underwood, adjoining lands of Goodlett, heirs of J.W. Jackson, W.T. Underwood, Milton Underwood and others, and containing forty acres more or less; also one tract of land situate in Spartanburg County belonging to Hannah Pruitt, containing forty-six acres, more or less and adjoining lands of J.E. Davis, Jackson Gaines, J.P. Stone and others also one tract of land belonging to M.D. Breshers, situated in said County of Spartanburg containing fifty two acres, more or less and adjoining lands of Hyman Clayton Isaac Clayton and others; also one tract of land situate in said County of Spartanburg and State aforesaid lately belonging to Vernon Tinsley, containing fifty acres, more or less and adjoining lands of Jason Tinsley, Isaac Clayton and on the Goodjion Road; also one tract of land situate in the County of Spartanburg and State aforesaid, belonging to J.E. Hannon, containing six hundred acres, more or less on North Tiger River, and adjoining lands of T. Tinsley, Sampson Babb, Foster's heirs and others and the fuller description of which will appear by a reference to said leases, the said leases having been made for thirty years, and will expire in April, 1913.

It is mutually understood and agreed that the transfer of the leases aforesaid is to be valid and binding upon all the parties hereto their heirs, executors, administrators, and assigns, for the term of one year from this date, with the right and option on the part of the said James W. McKinney, his heirs, executors, administrators and assigns to purchase from the parties of the first part their heirs, executors, administrators, and assigns the balance of the un-expired term of said leases hereinbefore described, and also the two tracts of land hereinafter described which they have this day leased for one year to the said party of the second part his heirs and assigns, the price to be paid being the sum of Ten thousand dollars, for three-fourths interest in said leases and in said two tracts of land, the other one fourth to belong to T.J. Cureton; and the said parties of the first part hereby covenant and agree and bind themselves and each of them, and each of their heirs, executors, and administrators and assigns to convey, assign, set over, and deed to the said party of the second part his heirs, executors, administrators, and assigns, a three-fourths interest of, in, and to the aforesaid unexpired terms in said leases aforesaid, and also the two tracts of land hereinafter described, upon the payment to them by the said party of the second part his heirs, executors, administrators and assigns the said sum of ten thousand dollars, provided this option is accepted by the said party of the second part within one year from this date, the other one-fourth interest in said leases and land to be conveyed to T.J. Cureton, his heirs and assigns; the said two tracts of land mentioned above are described as follows; all that piece, parcel, or tract of land situate, lying and being in the County of Greenville, and State of South Carolina, on Middle Tiger River, in Highland Township, containing twenty-five acres, more or less and having the following marks, bearings, and distances, to wit; beginning on a stone 3 X on on Eastern bank of Middle Tiger River; thence S. 85 E. 1246 feet to a W.O. stump, 3 X on; thence S. 3 E. 965 feet to a stone 3 X on; thence S. 84-3/4 W. 891 feet to a stone 3 X on on Middle Tiger River; thence up the meanders of the said River 1201 feet to the beginning corner, and adjoining land of H.P. Moore, A.G. Howell, and others.

Also all that other piece, parcel or tract of land situate lying and being in the Counties of Greenville and Spartanburg and on the Waters of Middle Tiger River, the same being a part of the Milton Underwood place, and bounded by lands of H.C. Moore on the South, J.B. Underwood on the East Elizabeth Watson, deceased on the North, and Middle Tiger River of the West and containing forty-two acres, more or less. And the said party of the second part hereby covenants and agrees that he will expend the sum of not less than two thousand dollars within the one year from this date in mining, purchasing machinery and doing such other things as is necessary to be done to open up mines and mining operations upon the lands herein described, and for the faithful performance of this covenant on his part he does now pay over to the parties of the first part the sum of One hundred dollars, should he perform fully this covenant on his part then the one hundred dollars so paid over to the parties of the first part is to be returned to the said party of the second part, his heirs executors, administrators, and assigns but should he not carry out this covenant then he is to forfeit this said one hundred dollars.

It is mutually agreed that the party of the second part, his heirs and assigns shall have the right to pay the royalty to the parties who are entitled to the same on any of the leased lands herein assigned to him by the said parties of the first part, and when he does so, he the said party of the second to have credit for the same on the royalty due us under this contract.

In witness whereof the parties hereinabove have set their hands and seals the date above written executed in duplicate.
 witness.
 H.H. Harris.
 M.F. Ansel.

Thomas J. Cureton, (Seal)
 Peter F. Cureton, (Seal)
 John A. Cureton, (Seal)
 James W. McKinney (Seal)

(see next page)