

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TIMBER CONTRACT

THIS contract made and entered into by and between Lewis E. Smith and Mildred R. Smith, and J. M. Johnson each of the State and County aforesaid:

## WITNESSETH:

That for and in consideration of the sum of Twelve Hundred and No/100 (\$1200.00) Dollars, ~~the amount of One Hundred and No/100 (\$100.00) Dollars~~ being paid herewith, the receipt of which is hereby acknowledged, ~~with the receipt of the sum of One Hundred and No/100 (\$100.00) Dollars~~ we, the said Lewis H. Smith and Mildred R. Smith do hereby grant, bargain and sell and have by these presents granted, bargained and sold to the said J. M. Johnson the right and privilege to enter upon, clean out roads, establish saw mill sites and to make excavations necessary to locate, haul and drag logs, timber, slabs and other equipment incidental to and a part of the saw mill and logging operations, and also to cut and remove any and all timber eight inches (8") in diameter measured eight inches (8") from the ground surface, this privilege to continue from date hereof for a period of six (6) months. Said timber is located on the following described tract of land:

"All that piece, parcel or lot of land situate, lying and being in Saluda Township, Greenville County, State of South Carolina, about 20 miles North of Greenville Courthouse, having the following metes and bounds, to-wit:

BEGINNING at a stake on the Old Buncombe Road at corner of tract conveyed by the grantor to W. A. Lee, and running thence with Lee line S. 65 W. 11.47 chains to an iron pin; thence still with Lee line in a Southeasterly direction about 7.58 chains to a large Red Oak (down) corner of Jeff Allen's land; thence with Allen line S. 3 W. 16.10 chains to stone OM; thence N. 57 $\frac{1}{2}$  W. 8.50 chains to stone OM; thence N. 25 W. 7.40 chains to pine x3 OM; thence N. 44 $\frac{1}{2}$  W. 3.58 chains to Dogwood xOM; thence N. 7 $\frac{1}{2}$  W. 8.00 chains to stone OM; thence N. 58 W. 7.00 chains to stone OM; thence crossing Springs Creek N. 20 W. 6.50 chains to iron pin on Settlement Road; thence with Settlement Road N. 78 E. 5.87 chains to bend; thence N. 79 E. 5.25 chains to bend; thence N. 56 E. 1.62 chains to bend; thence N. 89 E. 3.53 chains to bend; thence N. 83 E. 6.50 chains to iron pin; thence S. 5 E. 3.90 chains to stake on Springs Creek; thence with Springs Creek S. 73 E. 4.40 chains to bend in Creek; thence N. 1 W. 1.50 chains to bend; thence N. 43 E. 2.00 chains to bridge on Old Buncombe Road 3.33 E. 1.84 chains to beginning corner, containing 52 acres, more or less."

We, the said Lewis H. Smith and Mildred R. Smith, agree to secure for the said J. M. Johnson a right-of-way over the adjoining land in the name of Butler Allen for the purpose of conducting the logging and saw mill operations for the period of this Contract.

We, Lewis H. Smith and Mildred R. Smith, do hereby bind ourselves to warrant and guarantee the title to the said timber, together with the said privileges on the said premises, to the said J. M. Johnson, his heirs, executors, administrators and assigns against us, our heirs, executors, administrators and assigns, and every person whomsoever claiming any part thereof.

In addition to the second paragraph above written, the walnut and chestnut trees on said premises are not to be cut by J. M. Johnson, and Lewis H. Smith and Mildred R. Smith are to be entitled to all the slabs cut from said timber.