

(In Duplicate)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

This contract made and entered into at Greenville, South Carolina, this February 20th, 1948, by and between B.J. Edwards, Party of One Part, hereinafter referred to as Seller, and H.C. Gilbert, Party of Other Part, hereinafter referred to as Purchaser, witnesseth:

That for and in consideration of the sum of Two Thousand (\$2000.00) DOLLARS to B.J. Edwards in hand paid by H.C. Gilbert, the said B.J. Edwards agrees to and does hereby sell and convey unto the said H.C. Gilbert any and all standing timber measuring Eight (8) inches and over at Twelve (12) inches above ground, now on lands and premises owned by said B.J. Edwards and hereinafter more fully described; however, this shall not be intended to prevent said H. C. Gilbert from cutting said specified timber lower than Twelve (12) inches above ground, should he so desire.

That said H.C. Gilbert, Purchaser, agrees to and does hereby purchase from B.J. Edwards the said described standing timber, measuring as aforesaid, on said lands owned by B.J. Edwards; and said Purchaser agrees to and does hereby pay unto said Seller the said sum of money therefor as consideration for said timber in full.

That said lands and premises on which said timber is standing, are described as follows:

That certain lot of land in Chick Springs Township, Greenville County, South Carolina, on eastern side of the Edwards Road, being known and designated as Tracts Nos. Seven and Eight (Nos. 7 & 8) on a plat of the Estate of Vance Edwards, December 1946, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a point on Eastern side of Edwards Road, which point is at corner of a 2.65 acre tract shown on said plat and northerly from Tract No. 6, being joint corner with Tract No. 8, and running thence S. 52-29 E. 564.3 to point in line of Tract No. 6; thence with line of Tract No. 6 running along the Brushy Creek Road; S. 84-42 E. 162.3 to point; thence N. 22-02 E. 1114.4 along line of the Bishop property, crossing Howell branch, to stake; thence N. 8-46 W. 1329 approximately, along line of Phillips property to point in Edwards Road; thence along the Edwards Road in a southerly direction, to the point of beginning; and comprising 22.75 acres, more or less.

Said H.C. Gilbert is to cut and remove said timber from and off said lands and premises on or before One (1) year from the date of this contract; and, failing so to do, all of said timber, and the rights thereto, as shall remain on the lands at that time, shall revert to, be and become the property of B.J. Edwards, his heirs, assigns, Executors and Administrators.

And in order to do and accomplish said work of cutting and removing the said timber from and off said lands and premises, H.C. Gilbert is to have full and free access to and from said lands and premises at all times covered by this contract, ingress and egress, to and from, on and over said lands and premises, with agents, workmen, tractors, trucks and other necessary machinery and equipment, and he may build and construct such ways, roads, bridges, etc., as may be necessary for the work; and the said B. J. Edwards is not to be under any obligation in any wise thereabout, or in any regard.

Said B.J. Edwards retains the full possession of said lands and premises otherwise, as the owner thereof; and upon the expiration of this contract, that is, One (1) year from the date hereof, H.C. Gilbert is to remove from and off said lands and premises, with all agents, workmen, machinery and equipment and cease all further work and activity.

To all of which we do hereby bind ourselves, our heirs, assigns, Executors and Administrators.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 20th day of February, 1948.

Signed, sealed and delivered in duplicate in presence of:

Wm M L Ward

M L Ward

John C. Henry

B. J. Edwards (SEAL)
H. C. Gilbert (SEAL)

