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STATE OF SOUTH CAROLINA) S. T. KENNEDY
COUNTY OF GREENVILLE)

TIMBER CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that we, Johnnie W. Murrell and Valoree R. Murrell, Sellers, and Frank L. Cape, Purchaser, have this day entered into and agreed herein and thereby the Sellers have sold to the Purchaser and the Purchaser has purchased all the merchantable pine on the following described premises:

ALL that piece, parcel or tract of land shown on a plat of Property of J. W. Murrell dated March 1, 1972, prepared by Jones Engineering Service, containing 27 3/4 acres, more or less, and being more fully described in a deed from Ralph L. King, Sr. et al. to Johnnie W. Murrell and Valoree R. Murrell dated March 3, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 938 at Page 545 on March 20, 1972.

The Purchaser, his heirs and assigns, have from this date until the 5th of October, 1976, to enter upon said premises with appropriate equipment and cut and remove said timber. The necessary right of way during the period of said cutting from Slaton Shoals Road to the property is hereby granted. This right of way will expire with the expiration date of this timber contract.

The Purchaser specifically agrees not to cut any trees outside the boundary of the above described property and that he will hold the Sellers harmless for any damage or liability created by cutting any timber from said adjoining property or damaging said property in any other way.

It is clearly understood that the timber is being sold as standing timber and that Purchaser is an independent contractor and that the Seller is exercising no control whatsoever over the actual cutting operation. That the Purchaser will hold the Sellers harmless from any damage or liability which may occur due to personal injuries or any other matter connected with the removal of timber from said property.

This contract shall terminate at midnight on October 5, 1976.



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