

( Agreement )

This Agreement made and entered into by and between M.K. Hodges, of Tigerville, S.C., hereinafter designated as party of the first part, and the Statesville Furniture Company, of Statesville N.C., hereinafter designated as party of the second part:-

Witnesseth:-

That for an in consideration of the terms and conditions hereinafter stated to be performed by the party of the second part, the said M.K. Hodges, does hereby bargain, sell and convey to said party of the second part, all of the chestnut timber of all sizes and all other timber suitable for milling purposes on the lands of the party of the first part which are situated in Saluda Township, Greenville County, South Carolina, and containing seven hundred and fifty-five (755) acres, more or less, and adjoining lands of W.A. Hodges, C.A. and Oscar Hodges and others.

The party of the first part agrees to give full ingress and egress over such portions of his lands as will be necessary for the cutting and removing of said lot of timber and lumber as above specified during the period of this contract; and the party of the first part agrees to give to the party of the second part until June 15th, 1923, to cut and remove said lot of timber and lumber as aforesaid, and further agrees to give the party of the second part until June 15th, 1927, to cut and remove said lot of timber and lumber as aforesaid on payment by the party of the second part to the party of the first part, at the rate of \$240.00 per year for each additional year, after June 15th., 1923, this being in addition to the purchase price hereinafter stated.

The party of the second part agrees to pay the sum of Four Thousand (\$4000.00) Dollars, for the said lot of timber, as above described, payments to be made as follows:- One thousand (\$1000.00) Dollars in cash, the receipt of which is hereby acknowledged, One thousand (\$1000.00) Dollars, due December 1st., 1918, One thousand (\$1000.00) Dollars due December 1st., 1919, and One thousand (\$1000.00) Dollars due December 1st, 1920. All deferred payments to bear six per cent interest. These deferred payments to be evidenced by notes for One Thousand Dollars, each bearing interest at six per cent, per annum, payable annually until paid, and due and payable on dates above named.

It is further understood and agreed; That in case the party of the second part should fail to pay any or either of said notes promptly when they mature, then all of said notes shall become immediately due, and the party of the first part shall have the right to institute proceedings for the collection of the whole amount due upon all of said notes or shall have the option of declaring this contract forfeited and cancelled.

It is further understood and agreed; That if the party of the second part should decide to remove said lot of timber or lumber at an earlier date, than the deferred payments are made due and payable, then the party of the second part agrees to take up these notes from time to time as said lot of lumber is cut and removed from the premises.

The said M.K. Hodges also covenants that he is the owner of said timber and has the right to convey same, that all of same is free and clear of incumbrances.

It is further understood and agreed; That all payments made by the party of the second part to the party of the first part shall become and is hereby made a lien on all lumber or timber not delivered as the interest of the party of the second part may appear, and the party of the first part shall likewise have a lien on all lumber or timber that may have not been paid for in accordance with the terms of this contract.

It is further understood and agreed; That the words "Timber suitable for milling purposes" as used -

(next page)

in this contract shall be construed to mean any timber that will square six inches.

It is further understood and agreed; That this contract shall bind the respective heirs, executors, administrators, successors and assigns of said parties.

In witness whereof; The parties hereto have hereunto set their hands and seals in duplicate, this the fifteenth day of June, 1917.

In the presence of:-

Hilda Walker,

Oscar Hodges.

As to party of the first part.

M.K. Hodges, (Seal)

Party of the first part.

R.I. Morrison,

J.Thos. Setzer.

As to party of the second part.

Statesville Furniture Co. (Seal)

By. J.G. Shelton, Secty. &amp; Treas.

By. W.A. Thomas, President.

Party of the Second part.

State of South Carolina,

County of Greenville.

Personally appeared before me Hilda Walker who on oath says that she saw the within named M.K.- Hodges, sign, seal and as his act and deed deliver the foregoing written instrument for the uses and purposes therein mentioned, and that she with Oscar Hodges witnessed the execution thereof.

Sworn to and subscribed before me

this 20th, day of June A.D. 1917.

Hilda Walker

Oscar Hodges (L.S.)

Notary Public for S.C.

State of North Carolina,

County of Iredell.

Personally appeared before me J.Thos. Setzer who on oath says that he saw the within named Statesville Furniture Company by its duly authorized officers, J.G. Shelton, Secty. & Treas. and W.A. - Thomas, Prest. sign, seal and as its act and deed deliver the foregoing written instrument for the uses and purposes therein mentioned and that he with R.I. Morrison witnessed the execution thereof.

Sworn to and subscribed before me

this 18th, day of June, A.D. 1917.

J.Thos. Setzer.

J.F. Carlton (Seal)

Notary Public for N.C.

My commission expires January 11, 1918.

Recorded June 20th, 1917.