State of South Carolina.

sign; seal and deliver the within Satisfaction piece, and that he with\_\_

SWORN TO before me this\_\_\_\_day Mayanilar A. D. 1919

Jauf witnessed the execution thereof.

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the owner and holder of a morter of the owner and holder of a morter of the Halfsclaw on the 30 day of gull

the owner and holder of a mortgage executed

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Given under Witness

F.G. James,

J.B./Mendenhe

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named S.E. Ho

witness the e Sworn to and

this 30 day o

T.W. White (L

Notary Public

State of Sou County of Gr

JAMAN'I UII TOADA TERRETTE TOT TOTALA TOADA TOUR MOTOLES given The Farmers Bank by A.E. Payne, thirty-five and two-tenths (35-2/10) acres of land, sold by A.E. Payne to Z.P. Batson, said mortgage given by A.E. Payne for Seven Thousand and twenty dollers (\$7,020.00) dated January 3rd, 1918. - November 1st, 1918. Witness:

Geo. W. Johnson, B.F. Hunt.

The Farmers Bank By G.W. Nicoll, Cashier.

State of South Carolina, County of Greenville.

Personally appeared before me, Geo. W. Johnson and made oath that he saw the within named G.W. Micoll, Cashier of The Farmers Bank, siGn, seal and as his act and deed deliver the within written instrument, and that he with B.F. Hunt witnessed the execution thereof. Sworn to before me this 22nd, day of October 1919.

J.E. Watson (SeoJAR)

Geo. W. Johnson

meed to the above Release, see deed book #42, at page 559"

Recorded Oct. 24th, 1919.

Vol. 47-Title to Real Estate.

State of South Carolina,

Greenville County.

This Agreement, Made this the 15th, day of January 1917, by and between J.D. Pitts, of Burke County, N.C., party of the first part, and W.H. Hawkins and G.T. Hawkins of McDowell County, N.C., parties of the second part:

## W-I-T-N-E-S-S-E-T-H:

That whereas said J.D. Pitts has purchased from W.K.M. Gilkey and Floyd Gardner all the merchantable timber of every kind and description on that tract of land in Cleveland Township, Greenville County South Carolina, specifically described in a certain deed from J.D. Bridges and W.R. Forest to W.K.M. Cilkey and Floyd Gardner, recorded in Book 33, at page 67, of the Deed Records of Creenville County, S.C., and acquired from the said Gilkey and Gardner the right of egress and ingress in and over said lands with road and road-ways, and the right to place mills and fix mill seats thereon, fixing therein a term of five years within which to cut and remove the said timber and its products, stipulating that all timber and its products not cut, manufactured and removed within said time shall revert to the said Gilkey and Gardner, or their assigns;

the said timber sold to J.D. Pitts from the said W.K.M. Gilkey and Floyd Gardner; And Whereas in the conveyance to the said J.D. Pitts for the timber and to the said W.H. Hawkins and G.T. Hawkins for the land, it was stipulated and agreed that the grantee in each of said conveyances assumed a payment of a certain mortgage given by J.D. Bridges and W.R. Forest to W.C. Hagood, and others dated April 10th, 1916, for \$5000.00 with interest thereon from December 1st. 1916, to which date the interest has been paid, reference being there made to the record of

And Whereas, the said W.H. Hawkins and G.T. Hawkins have purchased said tract of land, excepting

said mortgage, recorded in Book 58, page 53, for the terms and stipulation of said mortgage; And Whereas, the said J.D. Pitts and said W.H. Hawkins and G.T. Hawkins desire more specifically to designate what shall be considered merchantable timber, designating the rights and privileges of the said J.D. Pitts with relation to the cutting, manufacturing and removing the same, and further stipulating as to the payment of the said mortgage.

now, Therefore, it is agreed that by the term "Merchantable timber", only such timber as shall measure eight inches in diameter at the stump, twelve inches from the ground at the time of cutting, shall be considered merchantable timber under the terms of the said conveyance to said J.D. Pitts, and said term of five years is increased to eight years within which to cut, manufacture & remove the timber & its products to which parties of second part agree by accepting this agreement and the said J.D. Pitts does hereby bargain and release unto the said W.H. Hawkins and G.T. Hawkins all such timber as is not included within said measurements at the time of

And it is further agreed that in constructing roads and road-ways and in fixing mill seats and placing mills and in removing the timber and its products, the party of the first part shall not damage nor occupy the tenable and cleared lands, unless it shall become absolutely necessary to do so, and in such event the said J.D. Pitts shall pay to the said W.H. Hawkins and G.T. Hawkins, or their assigns, for such injury as they may sustain by reason thereof, and shall further pay to them for any and all injury done to growing crops.

And it is further agreed that the said J.D. Pitts in cutting, logging and removing the said timber shall do so with care for the young growing timber, so as to do as little injury thereto as is possible.

(over)