

State of South Carolina,
County of Greenville.

This Agreement, made and entered into this 31st day of March, 1936, by and between Tryon Title Company, Incorporated, trading and doing business as Tryon Builders Supply Company, of Polk County, North Carolina, party of the first part, and John W. Connor and W. T. Jolley, of Polk County, North Carolina, parties of the second part, Witnesseth:

That for and in consideration of one dollar interchangeably paid by the parties hereto, the receipt of which is hereby acknowledged, and in the further consideration hereinafter stated and the mutual covenants and agreements hereinafter stated to be performed the party of the first part and the parties of the second part do hereby contract, covenant and agree as follows, to-wit:

1. That the party of the first part hereby agrees to pay for a certain tract of timber purchased by the parties of the second part from W. F. R. Crain and wife, Alice R. Crain, of Greenville County, South Carolina, by a certain deed dated the 30th day of March, 1936, the said deed being referred to herein the same as if it were set out herein in its entirety, and is hereby made a part of this contract; that the party of the first part agrees to pay the sum of Four Hundred (\$400.00) Dollars for the timber referred to in the deed set out above, and also agrees to purchase all of the lumber from the parties of the second part which is cut and sawed on the W. F. R. Crain property, when it is delivered to the mill of the party of the first part, which is located about two miles below Tryon, just over the South Carolina line; that the parties of the first part agree to pay \$11.75 per thousand for all knotty framing and boards delivered to them at the mill by the parties of the second part, and agree to pay \$17.75 per thousand for all clear lumber delivered at the mill and cut on the Crain property as referred to above.

2. The parties of the second part agree to repay the purchase price of the timber in the amount of \$400.00 to the party of the first part by paying the party of the first part \$4.00 out of each thousand feet of lumber delivered to the party of the first part; in other words, the party of the first part shall have the right to deduct \$4.00 from the total purchase price of each thousand feet delivered to them by parties of the second part on all lumber cut on the W. F. R. Crain place, until the entire amount of the \$400.00 has been repaid to the party of the first part.

3. If the parties of the second part fail to carry out or perform their part of the contract or refuse to deliver the lumber cut and sawed on said place to the party of the second part, the parties of the second part will have the right to go on the premises and cut the timber which the parties of the second part purchased from W. F. R. Crain and wife, and apply all of the proceeds of the sale of the timber on the \$400.00 which the party of the first part has advanced to the parties of the second part for the purchase of said timber; that if the parties of the second part fail to perform or carry out their part of this contract or to the extent that it is not acceptable to the party of the first part, the party of the first part shall have the right to succeed to the interests of the parties of the second part in all of the timber described in the deed referred to hereinabove.

This the 31st day of March, 1936.

Witnesses: J. T. Arledge
Sara M. McCown

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Tryon Title Company, Trading and Doing
Business as Tryon Builders Supply Company
BY: Clement D. Stevens,

W. T. Jolly

John W. Connor

State of South Carolina,
County of Greenville.

Personally appeared before me J. T. Arledge, and made oath that he saw the within named Tryon Title Company, trading and doing business as Tryon Builders Supply Company by Clement D. Stevens, and W. T. Jolley and John W. Connor sign, and seal and as their act and deed deliver the within written conveyance, and that he with Sara M. McCown witnessed the execution thereof.
Sworn to before me this 9th day of April, 1936.

J. T. Arledge.
Sara M. McCown

Notary Public.

My commission expires Jan. 6, 1937.

S. C. Stamps \$0.15

Recorded this the 11th day of April, 1936, at 8:30 A. M.