

TITLE TO REAL ESTATE

THIS LEASE AND AGREEMENT, made and entered into on this 1st day of Nov., 1946 by and between Annie E. Barton and H. G. Barton of Greenville, South Carolina, hereinafter called the Lessors, and Universal Zonolite Insulation Co., a corporation of the State of Montana hereinafter called the Lessee, witnesseth:

The Lessors for and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged and the mutual covenant hereinafter set forth has demised and leased and does by these presents demise and lease to the said Lessee, the minerals, mines, and mining privileges hereinafter more particularly set forth in and to those certain tracts of land being more completely described as follows:

All that piece, parcel, and tract of land in Highland Township, Greenville County, South Carolina, formerly known as the John Ward Place and being bounded on the North by lands of Southerlin and Roe, on the East by Loftis, on the South by lands now or formerly of Cannon and Kathryn Ward and on the West lands formerly of Pheobe Cox, being the same tract of land allotted to Ellen A. McKimney in the division of the real estate of John M. Ward, (deceased) containing 124 acres, more or less. This tract of land was known as Lot No. 1 in the division of the estate of J. M. Ward and by deed dated April 19, 1900 was conveyed to Allena Angeline McKinney by Pheobe Cox and Kathryn Ward, by deed dated December 22, 1914, deed recorded in the R. M. C. Office for Greenville County in Deed Book 26 at page 539. Pheobe Cox, et al conveyed said property to H. G. Barton and Annie Barton, The original deed to Allena Angeline McKinney called for 131½ acres, more or less, and has the following metes and bounds, to-wit:

Beginning at a stone (corner of Jacob Cox and J. H. Roe; thence S. 20 3/4 E. 3.18 chains to a stone; thence S. 58 E. 10.85 chains to an ash on small bench; thence S. 81 E. 4.80 to a stone; thence crossing Pax Creek S. 10½ E. 7.00 to a stake in Mill Road; thence N. 75 E. (along said road) 5.97 chains to a stake in road; thence S. 20½ E. 24.60 chains to a stone on David Cannon's line; thence N. 64 E. 20.20 chains to a stone on side of road; thence N. 27 W. 30.20 to a stone (near ford of branch) R. O. gone; thence N. 70 E. 27.50 to a stake (pine gone); thence N. 41 E. 4.36 chains to a stone (pine gone); thence N. 81 W. 3.00 chains to head of branch; thence down and with the meanderings of said branch to a stake; thence S. 72 W. 5.30 chains to a stake on ditch; thence S. 81 W. 2.80 chains to Pax Creek; thence N. 33 W. 2.15 chains to a stake in ditch (formerly run of creek; thence S. 85 W. 9.90 chains to a Dogwood (corner of J. H. Roe); thence S. 64 W. 24.20 to beginning corner. The present tract contains 124 acres, more or less, as 5 1/10 acres were conveyed to Pheobe Cox by deed of Allena Angeline McKinney, dated January 4, 1902, recorded in the R. M. C. Office for Greenville County in Volume 256 at Page 245.

RECORDED
16 DAY OF JANUARY 1947
FOR GREENVILLE COUNTY, S. C. NO. 1838

To Have and To Hold, said land and premises for the purpose of prospecting, mining or taking minerally therefrom, and processing, for the term of twenty (20) years from the date hereof; together with the rights and privileges hereinafter set out, and subject to the covenant and conditions herein contained.

1. During said twenty-year period, Lessee is to have full right and privileges of prospecting the above demised land and the right to mine and take therefrom vermiculite, mica, limestone, kaolin, feldspar, gold and all other minerals of any kind whatsoever found on the demised property during the term of this lease, together with the right to dig tunnels and pits, drive shafts, process minerals, and otherwise carry out mining operations necessary or convenient to such mining rights; together with such rights, in, under, over and upon such land as may be necessary to house and care for employees and machinery.

2. It is further understood and agreed that the Lessee shall have six months from the date hereof for the purpose of prospecting, discovering, and locating minerals, on the demised property, and to begin actual mining operations; but if said Lessee shall within six months from the date hereof fail to begin actual mining operations and sale of minerals, then this lease shall be null and void. However, it is further agreed