

easterly direction to a Chestnut 3X on top of Green Mountain; thence in a northerly direction to the Buck Eye, the beginning corner;

(2) Excepted, also, are all the lands included within the limits of the Philemon-Bradford grant shown on said plat except a quadrangular tract at the south west corner of said grant, which Quadrangular tract is formed by the intersection of the Hagood grant and the said Philemon Bradford grant; and the timber rights of the said quadrangular tract are to pass under this deed of conveyance.

Said Grantee shall have the right, under this deed, to cut, log and remove from all the lands hereinabove described all merchantable timber standing or lying, and by "merchantable timber" is meant all timber standing or lying at the time of operation which measures twelve (12) inches or more in diameter outside the bark, four (4) feet above the ground, and by the word "timber" is meant all trees suitable for lumber, pulp wood, acid timber, railroad ties, telegraph and telephone poles and fence posts; it is agreed, however, that the restriction as to the size of timber does not apply to Jack Pines nor to such trees as the Saluda River Lumber Company may require for its own use for ties, telephone and telegraph poles and fence posts in the construction of its railways, tramways, telephone and telegraph lines and fences.

It is further agreed that the timber and all minor products herein granted and conveyed are to be removed in one operation from any particular locality.

It is further agreed that the right to remove such timber shall continue for a period of Fifty (50) years from the date of the execution of this instrument.

It is further agreed that when such timber is once removed the grantee shall have the right to remove all its equipment and apparatus and that thereafter its right to the use of the above described land, or any part thereof, for any purpose whatever, shall then cease. This paragraph, however, does not apply to the quadrangular tract forming part of the Philemon Bradford grant, hereinabove described, the title to which said quadrangular tract is hereby conveyed to the grantee, its successors and assigns.

It is further mutually agreed between grantor and grantee shall have the right to use all roads which are now constructed on either of the three grants shown on said plat of Wigginton and Hardin and shall have the right to construct, maintain and use all roads, railroads and ways as are necessary for the complete enjoyment of the rights acquired under this agreement; either party to this instrument shall have the right to use for its own purpose such roads as are constructed by the other, except that neither party shall have the right to use any railroad which may be constructed by the other.

Should said roads be used by the grantee for logging purposes during the Hotel Season, they shall be kept in such good condition as not to interfere with their full use by the grantor, and when not used they shall be left in such condition as not to interfere with their use by the grantor. Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

To Have And To Hold all and singular the premises before mentioned unto the grantee hereinabove named, and its successors and assigns forever.

And the said granting corporation does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the Grantee hereinabove named and its successors and assigns, against itself and its successors, and against every person whomsoever lawfully -