

And the said Blythe Shoals Lumber Company, in going upon said lands and removing timber and lumber therefrom, shall not molest, destroy or injure any crops which may be growing upon said lands; except it should be necessary to do so in order to properly gain ingress or egress, for the purpose of cutting and removing said timber and lumber; and in that case the said Blythe Shoals Lumber Company shall pay a reasonable price for such damage to said crops.

The rights which the said Howard Caldwell has to the timber as aforesaid are acquired by certain timber contracts and certain deeds previously entered into; the timber deed under which the said Howard Caldwell specifically holds being recorded in the R.M.C. Office for Greenville County in Vol. 61, at page 175, the said Howard Caldwell having acquired the same from Jones McCrorey in said deed; the said Jones McCrorey having acquired same from J.D. Pitts by deed recorded in said office in Vol. 54, at page 196, and the said J.D. Pitts having acquired his interest therein by deed recorded in said office in Vol. 47, at page 528, and another deed recorded in said office in Vol. 47, at page 537. However, the said Jones McCrorey, in addition to the interest which he acquired under the deed from J.D. Pitts, recorded in said office in Vol. 54, at page 196, later acquired title to the lands upon which said timber is growing, except the one hundred eighty-one (181) acres above referred to as having been conveyed to A.G. McKinney, and the contract from Jones McCrorey to Howard Caldwell and this contract from Howard Caldwell to Blythe Shoals Lumber Company not only includes all the rights and interest acquired by the said Jones McCrorey from J.D. Pitts deed, but additional interest and rights such as may have been conveyed in that contract and may be conveyed in this contract by reason of the said Jones McCrorey being owner of the lands, as well as the timber thereon. The lands upon which the timber as aforesaid is lying, standing and being, is described as follows:-

"All that tract, parcel or lot of land in Cleveland Township, Greenville County, State of South Carolina, having the following metes and bounds, to-wit: Beginning at a stone on the south bank of the South Saluda River; thence leaving said river and running S. 7 E. 27.30 to a stake; thence S. 6 $\frac{1}{2}$ W. 1.68 to a stake; thence S. 45 $\frac{1}{2}$ W. 4.50 to a stake; thence S. 40 $\frac{1}{2}$ W. 5.00 to a stake; thence S. 81 W. 14.34 to a stake; thence N. 53 $\frac{1}{2}$ W. 2.14 to stake; thence N. 41 $\frac{3}{4}$ W. 4.00 to stake; thence N. 60 W. 2.50 to stake; thence S. 72 $\frac{1}{2}$ W. 5.15 to stake; thence N. 87 $\frac{3}{4}$ E. 3.40 to stake; thence N. 59 W. 2.00 to stake; thence S. 66 $\frac{3}{4}$ W. 7.00 to stake; thence S. 73 $\frac{1}{2}$ W. 2.84 to stake; thence S. 50 $\frac{1}{2}$ W. 4.00 to stake; thence S. 40 W. 5.20 to stake; thence S. 19 W. 3.14 to stake; thence N. 78 E. 3.20 to stake; N. 86 W. 2.30 to stake; thence S. 61 W. 2.00 to stake; thence S. 29 W. 5.10 to stake; thence S. 18 $\frac{1}{2}$ W. 2.25 to stake; thence S. 3 $\frac{1}{2}$ W. 3.25 to stake; thence S. 26 $\frac{1}{2}$ W. 2.75 to stake; thence S. 17 $\frac{1}{2}$ W. 9.14 to stone; thence S. 9 W. 12.00 to stone on south bank of the South Saluda River; thence with the meanders of said river 1.13 to stone on said south bank of said River; thence leaving said River, and running N. 45 E. 18.25 to stake; thence S. 47 E. 33.00 to Black Oak (down); thence N. 54 $\frac{1}{2}$ E. 53.00 to stake; thence N. 73 W. 50.00 to stake in road; thence N. 73 E. 30.50 to stake; thence N. 73 E. 22.75 to stake; thence N. 73 E. 28.00 to rock and pointers; thence N. 11 E. 30.45 to rock; thence N. 85 E. 18.70 to rock; thence N. 15 E. 13.78 to stake; thence N. 9 W. 12.00 to stone at road; thence N. 11 W. 29 to stone; thence S. 79 W. 50 to stone; thence S. 79 $\frac{1}{2}$ W. 26 $\frac{1}{2}$ to stone; thence N. 34 W. 7.00 to stone; thence N. 82 W. 2.78 to stone; thence S. 8 W. 10.00 to stake; thence S. 52 $\frac{1}{2}$ W. 5.80 to stone; thence S. 52 $\frac{1}{2}$ W. 15.70 to stake in road to Table Rock; thence with said Road S. 22 E. 2.90 to a bend in said road; thence S. 10 E. 4.80 to bend in road; thence with said road S. 61 E. 4.45 to stone on said road; thence S. 79 W. 8.34 to a pine stump; thence N. 86 W. 9.86 to an ash near the Pumpkintown Road Bridge on the south bank of South Saluda River; thence with the meanders of said river to a stone on said River, the beginning corner, containing One thousand four hundred eighteen and one-half (1418 $\frac{1}{2}$) acres, more or less".

There is included in the aforesaid conveyance a tract of land containing One hundred eighty-one (181) acres, more or less, conveyed to A.G. McKinney by deed recorded in the office of R.M.C. for Greenville County in Vol. 50, at page 287.

To have and to hold all and singular the Timber and Lumber Rights and Privileges before mentioned unto the said Blythe Shoals Lumber Company, its successors and assigns forever.

And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said Timber and Lumber Rights above mentioned unto the said Blythe Shoals Lumber Company, its successors and assigns, against me and my heirs, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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witness my hand and seal this 25th, day of March, in the year of our Lord one thousand, nine hundred and twenty-two, and in the one hundred and forty-sixth year of the Independence of the United States.

Signed, sealed and delivered

in the presence of:

H.C. Williams,

Howard Caldwell (L.S.)

J.P. Charles.

(Rev. Stamps \$15.00)

The State of South Carolina,

County of Greenville.

Personally appeared before me J.P. Charles and made oath that he saw the within named Howard Caldwell sign, seal and as his act and deed deliver the within written deed, and that he with H.C. Williams witnessed the execution thereof.

Sworn to before me this 25th,

day of March A.D. 1922.

J.P. Charles

H.C. Williams (L.S.)

Notary Public for S.C.

State of South Carolina,

County of Greenville.

I, Thos. T. Goldsmith Notary Public for S.C., do hereby certify unto all whom it may concern that Mrs. J.T. Caldwell wife of the within named Howard Caldwell, did this day appear before me and upon being privately and separately examined by me did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Blythe Shoals Lumber Company, its successors and assigns, all her interest and estate and also all her right and claim of Dower of, in and to all and singular the premises within mentioned and released.

Given under my hand and seal this

25th, day of March A.D. 1922.

Thos. T. Goldsmith (L.S.)

Mrs. J.T. Caldwell

Notary Public for S.C.

Recorded March 28th, 1922.

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