

State of South Carolina,
County of Greenville.

Know all men by these presents, That we, William D. Cox, Mary Jane Cox and John A. Cox of said County and State, in consideration of the sum of Five Hundred (\$500.00) Dollars to us paid by J.R. Heavner, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents, do grant, bargain, sell and release unto the said J.R. Heavner all the merchantable timber of every nature, kind and description measuring not less than eight inches at the stump, twelve inches from the ground at the time of cutting, which is standing, growing or lying upon that tract of land situate, lying and being in the State of South Carolina, in the Counties of Pickens and Greenville and on both sides of South Saluda River and on both sides of a road leading from the Blythe Old Place to Greenville, S.C., bounded by lands of John Waldrop, Joseph Hardin, Beverly Thompson and others, and containing Six hundred and sixty-five (665) acres, more or less, and having the following metes and bounds:

Beginning on a white oak on west bank of South Saluda River; thence S. 50° W. 5.09 chains to a stone for Spanish oak; thence S. 21-1/3° W. 9.83 to chestnut down; thence S. 69-1/3° W. 14.72 to a pine 3xom; thence N. 19-1/2° W. 14.10 to a pine; thence N. 1/6° E. 6.55 to a small red oak 3x; thence N. 34-7/12° W. 3.25 to a hickory; thence N. 62-2/15° W. 55.00 to a red oak 3xom; thence N. 37-2/3° W. 29.92 to a stone; thence N. 62-1/2° E. 10.00 to a B-Gum; thence N. 71° E. 4.27 to a W.O.; thence S. 62-1/2° E. 1.65 to a spanish oak; thence N. 81° E. 3.87 to a stake; thence S. 78° E. 1.72 to a chestnut; thence N. 2-1/2° W. 3.47 to a stake; thence N. 44-1/2° E. 3.13 to a pine; thence N. 69-3/4° E. 3.87 to a stake; thence N. 85-3/4° E. 2.40 to a P.O.; thence N. 79-1/2° E. 4.77 to a Spanish oak; thence N. 75° E. 1.14 to a stake; thence N. 6-1/2° E. 1.42 to a pine; thence N. 32-1/2° E. 2.77 to a sourwood; thence N. 57-3/4° E. 2.50 to a stake; thence N. 87-1/2° E. 3.08 to a pine; thence S. 87° E. 1.73 to a P.O.; thence N. 70-1/4° E. 2.12 to a stake; thence N. 80° E. 2.18 to a stake; thence N. 68-1/2° E. 2.93 to a stake; thence S. 30-1/2° E. 23.68 to a Poplar; thence S. 4° E. 8.66 to a mouth of ditch; thence up river to black-gum; thence S. 6° E. 26.20 to a stake; thence S. 77-1/2° W. 2.57 to a bend in Grassy Ridge; thence S. 62-1/2° W. 2.66 to a bend; thence S. 87° W. 3.31 to a bend; thence N. 61-1/4° W. 2.00 to a bend; thence S. 65-3/4° W. 3.85 to a bend; thence S. 60° W. 3.80 to a bend; thence S. 68-1/2° W. 2.80 to a bend; thence S. 48-1/2° W. 4.00 to a bend; thence S. 48-3/4° W. 2.33 to a bend; thence S. 27-1/2° W. 2.89 to a bend; thence S. 15-1/2° W. 3.17 to a bend; thence S. 78-1/2° W. 3.22 to a bend; thence N. 85-1/2° W. 2.32 to a bend; thence S. 56-1/2° W. 2.07 to a bend; thence S. 27-1/2° W. 5.10 to a bend; thence S. 17-1/4° W. 2.25 to a bend; thence S. 10° E. 3.22 to a bend; thence S. 24° W. 2.79 to a bend; thence S. 19-1/2° W. 3.08 to a bend; thence S. 7-1/2° W. 3.42 to a bend; thence S. 19° W. 2.71 to a bend; thence S. 2-3/4° W. 11.60 to white oak at mouth of Sinclair Branch on east side of South River; thence up the meanders of the river to the beginning corner.

This is the same tract of land that was conveyed by A.B. Talley to Eliza W. Cox, Mary Jane Cox, William D. Cox and John A. Cox, by deed bearing date October 6, 1892, and recorded on the following day in the office of the Register of Meane Conveyance for said County and State in Deed Book "YY", page 510.

The said Eliza W. Cox died in the month of August 1910; intestate, having survived her husband, William H. Cox, and not having subsequently re-married. She left as her sole heirs at law and distributees her three children the said Mary Jane Cox, William D. Cox, and John A. Cox, who are now the sole owners of said tract of land. There is no mortgage, judgment or other lien or incumbrance affecting this land or timber or any part thereof."

Reserving to ourselves from the foregoing conveyance twenty-three (23) trees standing near the residence on the said land which have been marked with the letter "X", and reserving also the laps of the merchantable timber.

We hereby contract and agree that the grantee herein shall have four (4) years from the date of this contract to cut, log and manufacture said timber and its products, and he shall have two (2) years thereafter to remove the said timber or its products therefrom.

The time is the essence of this contract, and if the timber is not cut within the four years, then no timber shall be cut thereafter and no timber or its products shall be removed from the said lands after the expiration of the two years allowed for its removal, provided, however, that a longer period of time shall be given for a further consideration for cutting and removing the said timber and its products if agreed to by the parties hereto.

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It is further contracted and agreed that the grantee herein shall have the right of ingress and egress over the said lands, with the privilege of building roads and road-ways and shall further have the right to place thereon mill seats for the purpose of cutting, logging, manufacturing and removing said timber and its products as provided in the contract, and all roads and road-ways and mill seats shall be so constructed and placed as not to damage the said lands or crops growing thereon, and if any road or road-ways or mill seats shall be placed upon said lands where crops are growing, then in such event the said grantee shall pay to the said grantors, or their assigns, the damage so done.

It is further understood, contracted and agreed that the grantee herein shall have the right to remove from said lands all buildings of whatsoever kind and nature which may be erected thereon by him, provided the same shall be removed within the period allowed by the parties hereto for cutting and removing said timber.

To have and to hold all and singular the said timber and timber rights before mentioned unto the said J.R. Heavner, his heirs and assigns forever, according to the agreements and stipulations herein contained.

And we do hereby bind ourselves, our heirs, executors, administrators and assigns to warrant and forever defend all and singular the said timber and timber rights unto the said J.R. Heavner, his heirs and assigns against us and our heirs and every person whomsoever lawfully claiming or to claim the same or any part thereof, in accordance with the stipulations and agreements herein contained with reference to the said timber.

It is distinctly understood and agreed that this contract entered into by and between the parties hereto terminates, ends and absolutely concludes the contract heretofore entered into by William D. Cox, Mary Jane Cox and John A. Cox with H.S. Robinson on the 7th, day of April 1917, and assigned to the grantee herein; said contract being recorded both in Pickens and Greenville Counties, the same being recorded in Pickens County in Vol. "WM" pages 202-203-204-205; and recorded in Greenville County in Vol. 33 of Deeds at pages 114-115-116.

Witness our hands and seals this the 21st, day of June, in the year of our Lord one thousand nine hundred and twenty-two and in the one hundred and forty-sixth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

D.A. Talley,
A.B. Talley, (Stamps 50 cents)

William D. Cox, (L.S.)

Mary Jane Cox, (L.S.)

John A. Cox, (L.S.)

State of South Carolina,
County of Greenville.

Personally appeared before me D.A. Talley and made oath that he saw the within named William D. Cox, Mary Jane Cox, and John A. Cox sign, seal and as their Act and Deed deliver the within written Contract, and that he with A.B. Talley witnessed the execution thereof.

Sworn to before me, this 22,

day of June, A.D. 1922.

Henry A. Batsan



D.A. Talley

Recorded June 22nd, 1922.

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