

4 of Deeds, page 100, reference to said deed being craved for full and detailed description thereof. Reference to the records hereinbefore mentioned and set forth, and the said plat of Howard Wiswall, C.E., of record in the office of the Registrar of Mesne Conveyances in and for Greenville County, State of South Carolina, in Plat Book _ page_ , being craved for full, complete and detailed description of the lands hereinbefore described and hereunder conveyed.

Together with, all and singular, save as hereinafter specifically excepted and Reserved, 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 and conveyed unto the said Susan C. Mills, her heirs and assigns, forever, subject only to the restrictions, limitations and reservations hereinafter set forth, to-wit:

Saving, Excepting and Reserving unto the said Saluda Land and Lumber Company, (Vendor), its successors and assigns, all the Timber and Trees, of every kind and description, now, and for and during the full time, term and period hereinafter specified, situate, standing, lying and being, and hereafter growing, on each and every of the tracts or parcels of land hereinbefore described.

Time Limit

The said Saluda Land and Lumber Company, its successors and assigns, to have the full term of Thirty (30) years from the date hereof, that is to say, the full term and period from the 21st, day of August, A.D. 1923 (the date hereof) until the 21st, day of August, A.D. 1953, in which to cut and remove the said Timber and Trees and in which to exercise, use and enjoy all the Rights, Ways, Privileges and Easements reserved hereunder, as hereinafter set forth, with the full and unrestricted right to cut and remove said Timber and trees and to exercise, use and enjoy the Rights and Privileges hereunder reserved, at any time, and, from time to time, during the said term and period

-- And --

Reservation of Rights-of-Way

Further Reserving unto the said Saluda Land and Lumber Company (Vendor), its successors and assigns, all rights of ingress and egress and all other rights, ways, privileges and easements, in, over, upon and across said lands, which may be useful, convenient or necessary for the cutting, assembling, removal and transporting of the timber and trees on said lands, hereunder reserved or any other timber, trees, or timber products, whatsoever, together with the right to locate, establish, build, construct, maintain and operate, over, upon and across said lands and premises, such roads, tramroads, railroads, steam skidders, tractors, machinery and equipment, of any and every kind, whatsoever, whether the same are now used for such purposes or not, and whether or not the same have as yet been devised, invented or perfected, and, which in the judgment of the said Vendor, its successors or assigns, may be useful, convenient or necessary for the cutting, assembling, removal and transporting of all such Timber, Trees and Timber Products. Together, with the right unto the said Vendor, its successors and assigns, to cut, use and remove any undergrowth, brush, earth, or stone, the cutting, using or removal of which may be useful, convenient or necessary for the cutting, handling and removal of the said Timber and Trees, or in the exercise of any of the rights reserved hereunder, and with the further right, at any time, during the time hereinafter specified for the cutting and removal of said Timber and Trees, and the enjoyment of all other rights reserved hereunder, or within ninety days after the expiration thereof, to remove any and all machinery, fixtures, and all other property, of whatsoever nature, -

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placed or erected upon said premises by said Vendor, its successors or assigns, but, the said Vendor, its successors or assigns, shall not be required to remove from said premises, any roadbed established thereon, nor be required to remove the treetops, limbs, laps, branches, roots, stumps, sawdust or trees cut thereon, however, this shall not be construed or operate so as to preclude the said Vendor, its successors or assigns, from removing the same, or any part thereof.

Reversion at Expiration

Provided, However, that title to so much of the Timber and Trees hereunder reserved, as may be remaining on said land, both standing and fallen, at the expiration of the time, term or period hereinbefore provided and fixed for the cutting and removal thereof, shall immediately pass to and become the Property of the said Vendee, her heirs and assigns forever.

And, the said Saluda Land and Lumber Company, a Corporation, does hereby bind itself, its successors and assigns, to Warrant and forever Defend, subject only to the reservations hereinbefore set forth, all and singular, the property herein conveyed, unto the said Susan C. Mills, her heirs and assigns, against itself, its successors and assigns and all persons, whomsoever lawfully claiming or to claim the same, or any part or portion thereof.

It is mutually understood and agreed by and between the said Vendor and Vendee, as follows, to-wit:

Location of Rights-of-Way

1. That the said Vendor, its successors or assigns, shall, in the establishment and construction of roads, tramroads and railroads, over the lands herein conveyed (for which rights are herein reserved) locate the same and carry on its operations thereover, in such manner so as to cause the least possible amount of damage to said lands and premises; this, however, shall not be construed nor imply to limit or alter, in any manner, the rights hereinbefore reserved, the right of selection of such location and manner of operation being wholly with the Vendor, its successors or assigns.

Release by Quit-Claim Deed

2. That the said Vendor, its successors or assigns, shall by good and sufficient Quit-Claim Deed, Release and Relinquish unto the said Vendee, her heirs and assigns, all claim and interest, under and by virtue of the Reservation herein contained, in and to any one or all of the tracts of land hereinbefore described and conveyed, at such time, and from time to time, before the expiration of the time, term or period hereinbefore specified, when, and as the said Vendor, its successors or assigns, shall complete its operation of cutting, assembling, removing and transporting the timber and trees thereon, hereunder reserved, and all other timber, trees and timber products in and from the particular district in which the said tract or tracts of land are situate, and for which rights of ingress and egress, ways and easements are hereunder reserved.

This shall not be construed, however, to limit or alter in any manner the rights hereinbefore granted, and release of said premises, or any part or portion thereof before the expiration of the time hereinbefore specified, shall be effected only at such time as the Vendor, its successors or assigns, shall deem that need no exists for such rights, ways and easements in connection with its aforesaid timber operations. In the event of such release, the said Vendor, its successors or assigns, shall be forever acquitted from any and all obligations undertaken hereunder.

Payment of Taxes

3. That the said land, timber, trees and other property rights, shall be returned to the proper taxing authorities for taxation purposes, during the life and term of this agreement, in the joint names of the said Vendor and Vendee, their respective heirs, successors and assigns.

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