

for Greenville County, in Vol. 100 of Deeds, page 1 et seq, and to the said Border State Lumber Company by R.E. Johnston, as containing 37 acres, more or less, under deed bearing date May 1, 1905, recorded in the R.A.C. Office aforesaid, in Vol. MM of Deeds, page 404, and to the said R.E. Johnston conveyed by T. Walker Masters under deed bearing date December _____, 1904, recorded in the said R.A.C. Office in Vol. NNN of Deeds, page 731. Reference to the records hereinabove set forth being craved for full and complete description of said property. The aforesaid tract is designated as Tract No. 49 on Map prepared by Howard Wiswall, C.E., for Saluda Land and Lumber Company, Survey of 1920-1922.

All of the following described property, situate, lying and being on the Waters of South Saluda River, and streams confluent and tributary thereto, in Pumpkintown Township, Pickens County, State of South Carolina, Viz:

Parcel XXII.

That certain piece, parcel or tract of land, situate, lying and being on Peter Ladd Branch, Waters of South Saluda River, in Pickens County, State of South Carolina, conveyed by Border State Lumber Company unto Saluda Land and Lumber Company, under Deed of Conveyance bearing date March 31, 1923, recorded in the office of the Registrar of Meane Conveyances in and for Pickens County, in Vol. NNN of Deeds, page 16 et seq; and to the said Border State Lumber Company conveyed by R.E. Johnston, as containing 84 acres, more or less, under deed bearing date May 1, 1905, recorded in the R.A.C. Office aforesaid May 30, 1905, in Vol. AA of Deeds, page 36 et seq; and conveyed unto the said R.E. Johnston by J. Calhoun Masters, under deed bearing date December 19, 1904, recorded in the said R.A.C. Office in Vol. BB of Deeds, page 39. Reference to the records hereinabove set forth being craved for full and complete description of said property. The aforesaid tract is designated as Tract No. 76 on Map prepared by Howard Wiswall, C.E., prepared for Saluda Land and Lumber Company, Survey of 1920-1922.

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 during the time hereinafter specified, situate, standing, lying and being on each and every of the Tracts or Parcels of land hereinbefore described.

The said Saluda Land and Lumber Company, its successors and assigns, to have the full term and period of Forty (40) Years, that is to say, the full term and period from the 30th day of April, A.D. 1923, until the 30th day of April, A.D. 1963, 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

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 -

(Next Page)

across said lands and premises, such roads, tramroads, railroads, steen 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 Saluda Land and Lumber Company, 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 Saluda Land and Lumber Company, its successors and assigns, to cut, use and remove any under growth, 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 hereinbefore 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, placed or erected upon said premises by said Saluda Land and Lumber Company, its successors or assigns, but, the said Saluda Land and Lumber Company, its successors or assigns, shall not be required to remove from said premises, any road-bed 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 Saluda Land and Lumber Company, its successors or assigns, from removing the same, or any part thereof.

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 herein before provided and fixed for the cutting and removal thereof, shall immediately pass to and become the property of the said Royal C. Remick, his heirs and assigns.

Location of Rights-of way, 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 said Vendor, its successors or assigns.

Release by Quit-Claim Deed. That should the Vendor, its successors or assigns, at any time before the expiration of the period hereinbefore specified, complete its operation of cutting, assembling, removing and transporting the timber and trees hereunder reserved, and all other timber, trees and timber products, in and from the particular district in which the lands herein conveyed are situate, and for which rights or ingress and egress, ways and easements are hereunder reserved, then, and in that event, the Vendor, its successors or assigns, shall, by good and sufficient Quit-Claim Deed, Release and Relinquish unto the said Vendee, his heirs and assigns, all claim in and to said lands and premises.

This shall not be construed, however, to limit or alter in any manner the rights hereinbefore reserved, and release of said premises, or any part or portion thereof, before the expiration of the time hereinbefore specified, shall be effected only at the option of the Vendor, its successors or assigns, and at such time as the Vendor, its successors or assigns, shall deem that -

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