

PARCEL XIV—All that certain piece, parcel or tract of land, situate, lying and being on waters of North Saluda River, in Saluda Township, Greenville County, State of South Carolina, conveyed by Border State Lumber Company unto Saluda Land and Lumber Company, under Deed of Conveyance bearing date Mar. 31, 1923, recorded in the Office of the Registrar of Meane Conveyances in and for Greenville County, in Vol. 100 of Deeds, page 1, *et seq.*, and to the said Border State Lumber Company conveyed by R. E. Johnston, as containing 35 acres, more or less, under deed bearing date Sept. 12, 1904, recorded in the Office of the R. M. C. aforesaid, in Vol. MMM of Deeds, page 147, *et seq.*; and to the said R. E. Johnston conveyed by Eliza Hightower, *et al.*, heirs-at-law of Daniel Hightower, deceased, under deed dated Jan. 8, 1904, recorded in said R. M. C. Office, in Vol. MMM of Deeds, page 51.

Reference to the records hereinabove set forth being hereby craved for full and complete description of said property.

The aforesaid tract is designated as Tract No. 22, on Map prepared by Howard Wiswall, C. E., for Saluda Land and Lumber Company, survey of 1920-1922.

PARCEL XV—Those two certain pieces, parcels or tracts of land, situate, lying and being on Gap Creek, of North Saluda River, in Saluda Township, Greenville 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 Greenville County, in Vol. 100 of Deeds, page 1, *et seq.*, and to the said Border State Lumber Company conveyed by R. E. Johnston, as containing, respectively, 77 acres, and 68 acres, more or less, under deed bearing date Sept. 12, 1904, recorded in the Office of the R. M. C. aforesaid, in Vol. MMM of Deeds, page 147, *et seq.*; and to the said R. E. Johnston conveyed by Willie Pruitt, under two separate deeds bearing date April 22, 1904, recorded in the said R. M. C. Office, in Vol. LLL of Deeds, pages 704 and 698, respectively.

Reference to the records hereinabove set forth being hereby craved for full and complete description of said property.

The aforesaid tracts are respectively designated as No. 1 of Tract No. 30, and No. 2 of Tract No. 30, on Map prepared by Howard Wiswall, C. E., for Saluda Land and Lumber Company, survey of 1920-1922.

PARCEL XVI—Those two certain pieces, parcels or tracts of land, situate, lying and being on branch waters of Gap Creek of North Saluda River, in Saluda Township, Greenville 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 Greenville County, in Vol. 100 of Deeds, page 1, *et seq.*, and to the said Border State Lumber Company conveyed by R. E. Johnston, as containing, respectively, 21 acres and 33 acres, more or less, under deed bearing date Sept. 12, 1904, recorded in the R. M. C. Office aforesaid, in Vol. MMM of Deeds, page 147; and to the said R. E. Johnston conveyed by Green Hunt, under deed bearing date Feb. 24, 1904, recorded in the said R. M. C. Office, in Vol. LLL of Deeds, page 184.

Reference to the records hereinabove set forth being craved for full and complete description of said property.

The aforesaid tracts are respectively designated as No. 1 of Tract No. 32 and No. 2 of Tract No. 32, on Map prepared by Howard Wiswall, C. E., for Saluda Land and Lumber Company, survey of 1920-1922.

PARCEL XVII—All that certain piece, parcel or tract of land, situate, lying and being on Cedar Mountain Short Branch, waters of Terry Creek and North Saluda River, in Saluda Township, Greenville 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 Greenville County, in Vol. 100 of Deeds, page 1, *et seq.*, and to the said Border State Lumber Company conveyed by R. E. Johnston, as containing 21 acres, more or less, under deed bearing date May 1, 1903, recorded in the R. M. C. Office aforesaid, in Vol. MMM of Deeds, page 404, and to the said R. E. Johnston conveyed by John Coenell, under deed bearing date Sept. 10, 1904, recorded in the said R. M. C. Office in Vol. NNN of Deeds, page 278.

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. 25, on Map prepared by Howard Wiswall, C. E., for Saluda Land and Lumber Company, survey of 1920-1922.

PARCEL XVIII—Those two certain pieces, parcels or tracts of land, situate, lying and being on Pruitt Mountain, in Saluda Township, Greenville County, State of South Carolina, on Terry's Creek, branch waters of North Saluda River, 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 Greenville County, in Vol. 100 of Deeds, page 1, *et seq.*, and to the said Border State Lumber Company conveyed by R. E. Johnston, under deed bearing date Sept. 12, 1904, recorded in the R. M. C. Office aforesaid, in Vol. MMM of Deeds, page 147, described as follows, to-wit:

A: Tract of 89 4/10 acres, more or less, conveyed to the said R. E. Johnston by Mitchell Bryant, under deed bearing date Aug. 23, 1904, recorded in the said R. M. C. Office in Vol. NNN of Deeds, page 84.

Reference to the records hereinabove set forth being craved for full and complete description of said tract, which is designated as Tract No. 40, on Map prepared by Howard Wiswall, C. E., for Saluda Land and Lumber Company, survey of 1920-1922.

ALSO, B: Tract of 100 acres embracing two tracts, containing respectively, 40 acres and 60 acres, more or less, conveyed to the said R. E. Johnston by W. D. Pruitt, under deed bearing date Sept. 7, 1904, recorded in the R. M. C. Office aforesaid, in Vol. NNN of Deeds, page 78, and to the said W. D. Pruitt originally conveyed by the heirs of Ellaha Pruitt, deceased.

Reference to the records hereinabove set forth being craved for full and complete description of said tract, which is designated as Tract No. 41, on Map prepared by Howard Wiswall, C. E., for Saluda Land and Lumber Company, survey of 1920-1922.

PARCEL XIX—All that certain piece, parcel or tract of land generally known as the "S. A. Barton Land," situate, lying and being on Beaver Dam Creek, branch waters of North Saluda River, in Saluda Township, in Greenville 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 Greenville County, in Vol. 100 of Deeds, page 1, *et seq.*, and to the said Border State Lumber Company conveyed by R. E. Johnston in three separate tracts, containing respectively, 75 acres, 343 acres and 5 acres, more or less, under deed bearing date Sept. 12, 1904, recorded in the R. M. C. Office aforesaid in Vol. MMM of Deeds, page 147, and conveyed to the said R. E. Johnston, under those certain Deeds of Conveyances of record in the R. M. C. Office aforesaid, to-wit: Deed from J. J. Sutherland, under date May 3, 1904, recorded in Vol. LLL of Deeds, page 705; deed from S. A. Barton, under date May 3, 1904, recorded in Vol. LLL of Deeds, page 699 and Deed from S. A. Barton under date May 17, 1904, recorded in Vol. LLL of Deeds, page 705.

Reference to the records hereinabove set forth being craved for full and complete description of said property.

The aforesaid tract or tracts of land are designated as the "S. A. Barton Land," Tracts 33-34 and 35, on Map prepared by Howard Wiswall, C. E., for Saluda Land and Lumber Company, survey of 1920-1922.

PARCEL XX—All that certain piece, parcel or tract of land, situate, lying and being on small branches of Middle Saluda River, in Greenville County, State of South Carolina, generally known as the "Capps Land," 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 Greenville County, in Vol. 100 of Deeds, page 1, *et seq.*, and to the said Border State Lumber Company conveyed by R. E. Johnston, as containing 199 acres, more or less, under deed bearing date May 1, 1903, recorded in the R. M. C. Office aforesaid, in Vol. MMM of Deeds, page 404; conveyed to the said R. E. Johnston November 24, 1903, by C. F. Capps, under deed recorded in the said R. M. C. Office, in Vol. LLL of Deeds, page 124.

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. 57, on Map prepared by Howard Wiswall, C. E., for Saluda Land and Lumber Company, survey of 1920-1922.

PARCEL XXI—That certain piece, parcel or tract of land, situate, lying, and being on branch waters of South Saluda River, in Cleveland Township, Greenville 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 Greenville County, in Vol. 100 of Deeds, page 1, *et seq.*, and to the said Border State Lumber Company conveyed by R. E. Johnston, as containing 37 acres, more or less, under deed bearing date May 1, 1903, recorded in the R. M. C. Office aforesaid, in Vol. MMM 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. M. 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.

#### DESCRIPTION OF LANDS IN PICKENS COUNTY

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, 1903, recorded in the R. M. C. Office aforesaid, May 30, 1903, in Vol. AA of Deeds, page 36, *et seq.*; and conveyed unto the said R. E. Johnston by J. Cathoun Masters, under deed bearing date December 19, 1904, recorded in the said R. M. 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 of Howard Wiswall, C. E., prepared for Saluda Land and Lumber Company, survey of 1920-1922.

#### RESERVATIONS OF TIMBER

SAVING, EXCEPTING and RESERVING unto the said Saluda Land and Lumber Company (Seller), 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 hereinafter described.

#### TIME LIMIT

The said Saluda Land and Lumber Company, its successors and assigns, to have the full term of FORTY (40) years from the date hereof, that is to say, the full term and period from the 2nd day of April, A. D. 1923; (the date hereof) until the 2nd 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.

#### RESERVATION OF RIGHTS OF WAY

AND, FURTHER RESERVING unto the said Saluda Land and Lumber Company (Seller), 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 Seller, 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 Seller, 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, placed or erected upon said premises by said Seller, its successors or assigns, but, the said Seller, its successors or assigns, shall not be required to remove from said premises, any roadbed established thereon, not be required to remove the tree-tops, limbs, lops, branches, roots, stumps, sawdust or trees cut thereon, however, this shall not be construed or operate so as to preclude the said Seller, 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 hereinafter provided and fixed for the cutting and removal thereof, shall immediately pass to and become the property of the said Buyer, its successors and assigns, in the event of purchase of said lands under this option.

#### PURCHASE PRICE

In consideration of such sale to be, and the full purchase price for the Property and Property Rights hereinafter described, and agreed to be sold and conveyed hereunder, is TEN DOLLARS (\$10.00) plus an amount of money equal to one-third (1/3) part of all State and County taxes and Special Assessments, (of whatsoever nature) levied and assessed on the Property and Property Rights hereinafter described, and paid by the Seller, (its successors or assigns) for the year 1923, and each successive year thereafter, during the life and term of this option, or, until the date of sale and conveyance hereunder, with interest thereon at the rate of Six (6) per centum per annum from the date of each respective tax payment to be made by Seller until the date of sale and conveyance as aforesaid.

#### ELECTION TO EXERCISE AND NOTICE

That, if the Buyer (its successors or assigns) shall elect to exercise its right of purchase hereunder, then, and in that event, it shall give due notice in writing to that effect, addressed and mailed to said Saluda Land and Lumber Company, Greenville, South Carolina, (or address as may hereafter be designated by said Seller) on or before the first day of April, A. D. 1928, PROVIDED, nevertheless, that if the said Buyer, (its successors or assigns) shall fail to elect to exercise its right to purchase under this option, in manner hereinafter prescribed and within the time specified, to-wit: the first day of April, A. D. 1928, then this option shall cease, determine and be utterly null and void.

#### TIME THE ESSENCE OF AGREEMENT

Time is hereby declared to be the essence of this agreement to sell and convey.

It is hereby covenanted and agreed by the Seller as follows, to-wit:

#### TIME OF DELIVERY AND FORM OF CONVEYANCE

That, upon election to exercise hereunder, the Seller shall and will within thirty days after receipt of notice thereof, make conveyance of all of the Property and Property Rights hereunder agreed to be sold and conveyed, by good and sufficient deed or deeds in the law; said Deed or Deeds of Conveyance to be without Warranty, and to contain all the Exceptions, Reservations, Restrictions and Limitations hereinafter set forth, and further, the Provisions, Covenants and Agreements set forth in detail in Paragraphs One, Two and Three hereinafter, as relating to and defining the respective rights, duties and responsibilities of the Buyer and Seller, who are therein respectively referred to as Vendor and Vendee.

#### LOCATION OF RIGHTS-OF-WAY

PARAGRAPH ONE—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 hereinafter 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

PARAGRAPH TWO—That should the Vendor, its successors or assigns, at any time before the expiration of the period hereinafter 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 of 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, its successors 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 hereinafter reserved, and release of said premises, or any part or portion thereof, before the expiration of the time hereinafter 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 need no longer exists for such rights, ways and easements over and across said lands in connection with its 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

PARAGRAPH THREE—A: That the said Vendee (its successors or assigns) shall and will pay all State and County Taxes hereafter levied and assessed on any and all Buildings and Improvements (now and hereafter) situate and being on the lands hereinafter described and one-third (1/3) part of all State and County taxes and Special Assessment (of whatsoever nature) hereafter (meaning after date of sale and conveyance under the option herein granted) and during the full term, time and period hereinafter specified, levied and assessed on the lands hereinafter described, including timber, trees and timber property rights; and, the Vendor (its successors or assigns) to pay the remaining two-thirds (2/3) part of the taxes assessed on the same. It being expressly understood and agreed that the Vendor (its successors or assigns) shall not be liable for any taxes assessed on the same.