

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS that we the undersigned F. L. Swords and H. Hoke Smith in consideration of Ten thousand dollars to us in cash paid by W. H. McCauley & Sons, receipt whereof is hereby acknowledged, do hereby bargain, sell and convey to the said W. H. McCauley & Sons all growing timber of the type, dimension, size, etc., hereinafter designated, situate upon that certain tract of land in the County of Greenville, South Carolina, in Butler Township, on the Pelham Road, containing 262.79 acres, more or less, and being the same property conveyed by E. Greer and B. E. Geer, Individually and as Trustees, to Nora G. Jones, Ada G. Elmore and F. W. Greer by deed dated February 12, 1943, recorded in R. M. C. Office for Greenville County in book 243, page 11, and in turn conveyed by the said Nora G. Jones, Ada G. Elmore and F. W. Greer to the undersigned F. L. Swords and H. Hoke Smith by deed of even date herewith, same not yet recorded.

The timber hereby sold and conveyed consists of all growing timber located upon said tract of land above described measuring eight inches in diameter at a point one foot above the ground, and all merchantable dogwood timber, Reserving, however, unto ourselves all laps from such timber as may be cut from said premises.

As part of the consideration, the undersigned F. L. Swords and H. Hoke Smith do hereby grant and extend to the said W. H. McCauley & Sons an easement and right of way over and across the tract of land above described for the purpose of cutting and removing said timber and the right to construct and maintain for the said purpose a road or roads across said premises, and likewise an easement to erect, maintain and operate upon said premises at one or more points a sawmill for the purpose of cutting said timber, it being understood that in the selection of the right of way or roads for the purpose of removing said timber, that said right of way or road or roads shall be constructed at such point or points so as to not interfere with any land under cultivation if possible but where it becomes necessary to construct a road or roads across any of the cultivatable land, said road shall be constructed at such point and in such manner as to cause as little damage as possible to said cultivatable land or any crops growing thereon.

It is understood and agreed that the said W. H. McCauley & Sons shall be and are hereby released from any and all damage that may accrue or be occasioned to said tract of land or to any crops which may hereafter be grown upon said premises by reason of the construction and maintenance of said roads or rights of way over and across said premises for the purpose of removing said timber.

It is understood and agreed that the said W. H. McCauley & Sons shall have a period of three years from and after this date in which time to cut and remove said timber from said premises and at the expiration of said three-year period any and all timber then remaining upon said premises which has not been cut and removed by the said W. H. McCauley & Sons shall revert to and become the property of the undersigned F. L. Swords and H. Hoke Smith.

It is understood and agreed that the undersigned F. L. Swords and H. Hoke Smith shall, as a part of the consideration herein, procure and maintain the permission and consent of all present or future tenants of said premises to the cutting and removing of the timber from said premises and to the establishment and maintenance of roads or rights of way over and across said premises for the purpose of cutting and removing said timber and will at all times furnish and supply said W. H. McCauley & Sons with the quiet and peaceful right to cut and remove said timber from said premises.

It is understood and agreed that the undersigned F. L. Swords and H. Hoke Smith will pay all taxes which may hereafter become due on said premises.

It is further understood and agreed that the said W. H. McCauley & Sons shall be and are hereby released from any and all damage which may be occasioned to any of the timber not hereby conveyed resulting from or incidental to the cutting and removing from said premises the timber hereby conveyed.

It is understood and agreed that the right hereby conveyed to cut and remove said timber shall likewise include the right to move upon said premises all equipment necessary or incidental to the cutting and removing of said timber including the right to enter upon and maintain upon said premises teams, vehicles, and such equipment as said W. H. McCauley & Sons