

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

This Deed made and entered into this 18th day of June, 1946, by and between Julian Calhoun, party of the first part, and Tryon Builder's Supply Company, a South Carolina Corporation, with its principal place of business in Spartanburg County, South Carolina, party of the second part, Witnesseth:

The said party of the first part, for and in consideration of the sum of Twenty-five Hundred (\$2500.00) Dollars to him in hand paid, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell, and convey unto the said party of the second part, its successors and assigns, all of the pine timber, 8 inches in diameter, 8 inches from the ground and not more than fifty (50) hardwood trees lying or standing upon a certain tract of land in Glassy Mountain Township, Greenville County, State of South Carolina, and more fully described as follows:

That certain property lying on the South side of United States Highway #176 from Tryon to Spartanburg, about 2-1/2 miles from Tryon, locally known as the Ridgeway subdivision and western boundary which is bounded on the north by Highway 176, on the east by the Greenville-Spartanburg County line, on the south by the lands now or formerly owned by Ballew, Parker, and Morgan, and on the west by the lands of Acker and the Lake Lanier sub-division, containing approximately 350 acres.

This conveyance is made subject to and together with the following provisions:

(a) All timber which is cut and removed from said land, shall be cut and removed therefrom on or before three years next after the date of this deed and all timber not cut and removed from said land on or before said date shall be the property of the party of the first part.

(b) The party of the second part is to establish the lines of the property owned by the party of the first part mentioned above and not encroach upon adjacent property and the party of the second part is to save the party of the first part harmless from any claim made by an adjacent property owner growing out of a cutting over the line.

(c) In the event the party of the first part has a bona fide sale of not more than 25% of the entire tract in any one year of the above-mentioned property during the period when this contract is in force, the party of the second part agrees to release its right to the timber on the portion of that land to be sold, providing the party of the second part shall have six months' notice to cut the timber on the land to be sold.

(d) For the purpose of cutting, milling, and removing said timber, the party of the second part shall have the right, at such location as it may elect, to open and maintain roadways leading to the public highway. The party of the second part is to use due and reasonable care to protect the remaining timber against unnecessary damage.

TO HAVE AND TO HOLD the said timber, together with the rights and privileges hereinabove set out, to it, the said party of the second part, and its successors and assigns, for the period and to the extent above set forth.

And the said party of the first part covenants that he is seized of said timber and the land upon which it is situated in fee simple and he has the right to convey the same, that the same are free and clear of all encumbrances and that he will warrant and defend the title herein conveyed against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered in)
the presence of:)
Marcus Greene)
Z. V. Waters)

Julian Calhoun SEAL

STATE OF NORTH CAROLINA)
POLK COUNTY)

PERSONALLY appeared before me Marcus Greene and made oath that he saw the within named Julian Calhoun sign, seal, and as his act and deed deliver the within written deed, and that he with Z. V. Waters witnessed the execution thereof.

SWORN to before me this 28th day of June, A. D. 1946.
Eva D. Smith

Notary Public, Polk County,
North Carolina.

Marcus Greene

My commission expires March 29, 1947.

