

TITLE TO REAL ESTATE

KEYS PRINTING CO., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA,  
Greenville County.

KNOW ALL MEN BY THESE PRESENTS, That I, Anna H. Blythe, of Greenville County,

in consideration of the sum of Seven Thousand and No/100 (\$7,000.00) in the State aforesaid

and the terms and conditions hereinafter set forth,

DOLLARS,

to me paid by G. B. Nalley

in the State aforesaid, (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said G. B. Nalley,

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

All of the pine, oak, poplar and all other merchantable timber trees, which measure at the time of cutting 8" and over in diameter at a point 8" above the average natural ground level, now standing and growing upon the following described premises, to wit:

All that tract of land in Dunklin Township, Greenville County, State of South Carolina, about nineteen miles south of the City of Greenville, on the Augusta Road, and containing 481.10 acres, more or less, as shown on plat thereof prepared by Dalton and Neves, Engineers, October 1937, which plat is recorded in the office of R. M. C. for Greenville County in Plat Book E at Page 192, a copy of which is hereto attached and made a part of this conveyance, and reference to the recorded plat is also made for a complete metes and bounds description.

Said premises are the same conveyed to E. M. Blythe by deeds recorded in Vol. 55 at Page 215, Vol. 82 at Page 336, and Vol. 105 at Page 495; and being a portion of the premises devised to the grantor by the last will and testament of E. M. Blythe, on file in the office of the Probate Judge for Greenville County.

The terms and conditions of this conveyance are as follows:

The grantee shall have the right to commence his cutting operations, preparations preliminary thereto and in connection therewith, on or after the date of the delivery of these presents, and shall have the further right to continue said operations to and including the 31st day of October, 1947, at which time all operations shall cease, and any timber, logs or trees then remaining on said premises shall revert to and become the property of the grantor herein, her heirs, successors and assigns.

The grantee shall have full rights of ingress and egress over, in and to any roads upon said premises and over, in and through any woodlands located upon said premises, but shall not at any time go upon, through or over any cleared lands, whether or not the same be in the state of cultivation.

The grantee shall have the right to locate such saw mill or saw mills as he may deem necessary for the efficient conducting of his operations upon any woodlands situate upon said premises and shall have all water rights and other rights and easements usual and necessary for the efficient cutting, processing and removing of said trees and timber, provided, however, that in the location of said mill sites due consideration shall be given to the proper protection and safeguarding of the timber stands and woodlands against fire and insect hazards.

There are expressly excepted from this conveyance all ornamental or shade trees located within a radius of fifty yards around any of the tenant houses situate upon the premises herein described, and also all laps and tops not needed by the grantee for fuel or other purposes in connection with his cutting, processing and removing the trees and timber herein conveyed.

The grantee herein expressly covenants that he will restore or cause to be restored the private farm road and bridges thereon leading from Augusta Road past the tenant houses occupied by Wiley Arnold and Boss Humbert and leading to the tenant house occupied by Rob Arnold, to substantially the same condition as at present. Should any disagreement arise between the parties hereto, their successors or assigns, as to the condition of said road upon the termination of the rights hereby conveyed, it is expressly stipulated and agreed that they shall abide by the decision of three free holders of Dunklin Township, one to be chosen by the grantor, one to be chosen by the grantee, and the third to be chosen by the two so chosen.

The grantor herein makes no representations or warranties as to the quantity or quality of the timber hereby conveyed, the same having been estimated and inspected by the grantee prior to the delivery of these presents.