

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA , )  
 COUNTY OF GREENVILLE. )

## TIMBER AGREEMENT

KNOW ALL MEN BY THESE PRESENTS That we, Tom H. Peterson and A. L. Yelton, in the State and County aforesaid, in consideration of the sum of Two Hundred Twenty-five & No/100 (\$225.00) Dollars to us in hand paid at and before the sealing of these presents by Georgia Hardwood Lumber Company (the receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, sell and release unto the said Georgia Hardwood Lumber Company; all oak and poplar trees measuring twelve inches or more at the stump, now, for and during the full term and period hereof, situate, standing, lying, being and growing upon that part of the following described tract of land, lying on the North side of the main logging road running through said tract of land, to-wit:

All that certain piece, parcel and tract of land lying and being situate in Glassy Mountain Township, Greenville County, State of South Carolina, on the branch waters of Tyger River containing 128 acres, more or less, and being the same land conveyed to T. H. Peterson and C. N. Garland by deed of Ora Turner dated June 4, 1941, recorded in Volume 236, at page 65, R. M. C. Office, Greenville County, S. C.

The Grantors reserve the right to use all logging roads now or hereafter placed upon the property.

We do hereby grant unto the said Georgia Hardwood Lumber Company all rights of ingress and egress together with all rights of way, privileges and easements on, over, upon and across said lands, which may be useful, convenient or necessary for cutting, removing and **described or any other timber, trees or timber products whatsoever** transporting of timber and trees on the lands hereinabove/on the surrounding lands, especially that tract of land adjoining and immediately North of the above described lands, which tract is owned by the Saluda Land and Lumber Company, together with the right to locate, construct and maintain over and across said lands such road, tramways, skidders and equipment of every kind whatsoever, necessary or convenient for cutting and removing timber and timber products.

We further grant the right to cut, use and remove undergrowth, brush, earth or stone, the cutting, removal or use of which may be necessary or convenient, together with the further right to remove all machinery, fixtures and other things of whatsoever nature placed upon the premises by the Grantee. Said Grantee shall not be obligated to remove road beds, tree tops, limbs or stumps but shall not be hereby precluded from doing so, if it so desires.

The Grantee, its successors and assigns, shall have the full term of two years from the date hereof in which to cut and remove the timber hereby conveyed and to use and exercise the rights, privileges and easements hereby granted. Title to so much of said timber and trees as remain on said lands, either standing or fallen, at the expiration of said two year period shall immediately revert to and become the property of the Grantors, their heirs and assigns.

TO HAVE AND TO HOLD ALL and singular unto the said Georgia Hardwood Lumber Company, its successors and assigns, for the full term and period of time hereinbefore specified for the cutting and removal of said timber and trees and the enjoyment of all rights granted hereunder.

And we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Georgia Hardwood Lumber Company, its successors and assigns against ourselves and our heirs and against every person