

for Greenville County, S.C. on the 28th of April 1951.

Also, Tract No. 3, all that tract, piece or parcel of land, lying, being and situate in the County of Laurens, in the State of South Carolina, containing Fifty (50) acres, more or less, and being bounded by lands now or formerly of James Ellison Grace Woods.

Together with the following exclusive rights and privileges, to be exercised at any and all times during the continuance of this contract at the pleasure of the said grantee, its successors, his, her or their heirs or assigns, namely: To enter freely upon the said above described tract or tracts of land, to have and enjoy all necessary or convenient rights of way, to be located anywhere by said grantee, its successors, his, her or their heirs or assigns, over said land and contiguous lands, for ingress and egress, at any and all times for men, teams and vehicles; to cut and make roads over said lands; to build, construct, maintain and operate steam skidders and cart and wagon ways across said lands on such routes as may be selected by said grantee, its successors, his, her or their heirs or assigns; to establish and maintain stables, erect saw mills and maintain lumber yards and other fixtures, machinery or buildings on said land; and to do any and all things that may be necessary or convenient for the cutting, handling, hauling and removing of the timber as aforesaid from the above described tract or tracts of land, and for the transportation and removal of any other timber, and articles of every kind and description that grantee, its successors, his, her or their heirs or assigns may desire to transport over the said roads or any of them, with the right to cut and use all such timber, wood and brush as may in the judgment of grantee, its successors, his, her or their heirs or assigns, be required to build, construct, operate and maintain the aforesaid or any other cart and wagon ways, roadways and buildings, fixtures and structures, during the continuance of this contract, for the removal of the timber hereinbefore conveyed, or any other timber owned by grantee, its successors, his, her or their heirs or assigns; and together also with the right of grantee, its successors, his, her or their heirs or assigns, to remove at its, his, her or their pleasure, at any time during this contract, or at or after its termination, all buildings, structures, fixtures and other property it, he, she, or they may have placed on said land, and with the right to leave the saw dust and debris on the said land.

It is further agreed that grantee, its successors, his, her or their heirs or assigns, shall have, and the same is hereby

two (2) years

granted to it, him, her or them, the period of _____ years from the date hereof, in which to cut and remove the said timber from the said land, including the right to re-enter and re-cut and remove at any time during the term, or any subsequent extensions thereof, and that

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the W.E. Chapman estate, Mrs. Claude Nelson and by Rabun Creek, and having the following courses and distances according to plat of survey of J. Wister Stewart, Surveyor, dated the 12th of January 1894, to-wit: Commencing at stake 3x on banks of Rabun Creek, and running thence South 71½ degrees East 5.00 chains to stone 3x, thence North 56½ degrees East 38.43 chains to stone 3x, thence North 33½ degrees West 6.25 chains to stone 3x, thence South 74 degrees West 37.35 chains to maple, on shores of Rabun Creek, thence with meanders of the creek to the beginning corner.

This is the identical tract of land conveyed to Paul T. Henson by J.H. Edgins by deed dated the 13th of June 1951 and recorded the 16th of June 1951 in Deed Book 436, at Page 381, in the office of the Register of Mesne Conveyance of Greenville County, S.C.

These are the identical parcels of land conveyed to Annie Maye Henson by Paul T. Henson by deed dated the 20th of June 1952 and recorded in the Office of the Clerk of Court for Laurens County on the 23rd of October 1958 in Deed Book 108, at Page 161.

And that grantee shall not cut any timber in an area North of fish pond and gully and in general area of dwelling house.

It is further agreed that the grantor shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land and timber until the said timber is cut and removed.

The said grantee, its successors, his, her or their heirs and assigns, covenants with the said grantor, his, her or their heirs, administrators or assigns, that the said grantee, its successors, his, her or their heirs or assigns, shall and will pay any damage done to growing crops in the selection and location of the rights of way above provided for; also any damage that may accrue to the said grantor by reason of any negligence on the part of the agents or employees of said grantee, its successors, his, her or their heirs or assigns during the continuance of this contract; said damages to be assessed and ascertained by two disinterested persons, one to be chosen by each of the parties to this contract, and, in case they disagree, the two so chosen to select a third, and the decision of two of the persons so selected shall be made in writing and shall be final and binding upon all of the parties hereto.

All the covenants, stipulations and agreements herein assumed, or undertaken by either party to this contract shall be binding upon their respective heirs, executors, administrators, successors or assigns, and all benefits and advantages herein provided for either of the said parties, shall accrue to their respective heirs, executors, administrators, successors or assigns as the case may be, and if these presents are not signed or executed by grantee this deed shall take effect as a deed poll.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises, belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said CANAL WOOD CORPORATION, its successors, his, her or their heirs or assigns forever.