

State of South Carolina,)
County of Greenville.) SS.

Know all men by these presents, That I, W.M. Allen of Greenville County, State of South Carolina, hereinafter called the Vendor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, to me in hand paid by Saluda Land and Lumber Company, a corporation at and before the sealing of these presents, the receipt whereof is by me hereby acknowledged, have, granted, bargained, sold and released, and by these presents do, grant, bargain, sell and release, unto the said Saluda Land and Lumber Company, a Delaware corporation, hereinafter called the Vendee, its successors and assigns; All the Timber and Trees, of every kind and description (now and hereafter, during the full time, term and period hereinafter specified) situate, standing, lying and being upon the following described pieces, parcels or tracts of land, situate on the waters tributary to North Saluda River, in Glassy Mountain Township, Greenville County, State of South Carolina, more particularly described as:

Tract I. That certain tract of land containing One hundred ninety-three (193) Acres, more or less, known as the "Massena Harrison Tract", having such shape, courses, distances, buttings and boundings, as is more particularly shown on a plat thereof made by Howard Wiswell, C.E. marked Plat "A", hereunto annexed and made a part of this Deed of Conveyance, and, being the same tract of land conveyed December 3, 1885, by Massena W. Harrison, unto J.T. Nix; by the said J.T. Nix, conveyed March 29, 1892, unto C.E. Wideman; by J.W. Gray, Master, Greenville County, conveyed, December 16, 1909, unto W.M. Allen and A.S. Buyck, under Decree of Sale entered in the Action of J.L. Wideman, et al, vs A.H. Wideman et al; and by A.S. Buyck conveyed December 4, 1915, unto W.M. Allen, as appears by the several Deeds of Conveyance of Record in the Office of the Registrar of Mesne Conveyance, in and for Greenville County, State of South Carolina, in Deed Books R.R., page 409; III, page 777; UVU, page 338 and Vol. 38 of Deeds, page 263, respectively.

Tract II. That certain tract of land containing ninety-six (96) Acres, more or less, known as the "William Plumley Tract", having such shape, courses, distances, buttings and bounding, as is more particularly shown on a plat thereof made by Howard Wiswell, C.E., marked Plat "B", hereunto annexed and made a part of this Deed of Conveyance, and, being the same land conveyed by John W. Plumley, March 19, 1863, unto W.M. Plumley and Moses C. Plumley; by J.W. Gray, Master, Greenville County, conveyed March 15, 1907, unto H.J. Haynsworth, under Decree of Sale, in the Action of G.W. Plumley, Administrator of the Estate of Wm. Plumley, deceased, vs Lucretia Plumley et al; by the said H.J. Haynsworth conveyed November 7, 1908, unto W.C. Lindsay; by J.W. Gray, Master of Greenville County, conveyed May 6, 1912, unto A.S. Buyck and W.M. Allen, under Decree of Foreclosure and Sale, in the Action of H.J. Haynsworth vs W.C. Lindsey; and by A.S. Buyck, conveyed unto W.M. Allen, December 4, 1915; as appears by the several Deeds of Conveyance of Record in the Office of the Registrar of Mesne Conveyances, in and for Greenville County, State of South Carolina, in Deed Books, "Z", page 489; "UUU", page 244; "ZZZ", page 297 and Volumes, 14 of Deeds, page 75; and 38, page 263; respectively.

Saving, excepting and reserving, however, unto the Vendor, his heirs and assigns, all Fruit Trees, growing on said lands and premises.

And, For the consideration hereinbefore expressed, I, the said Vendor, do hereby grant, bargain, sell and release unto the said Vendee, its successors and assigns:

All rights of ingress and egress, and all other rights, ways, privileges and easements, in, over,-

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upon and across said lands, which may be useful, convenient or necessary for the cutting, assembling, removing and transporting of the timber, and trees on said land, hereunder conveyed, or any other timber, trees or timber products, whatsoever, together with the right to locate, establish, build, construct, maintain and operate, over, upon and across said lands and premises, such roads, tramroads, railroads, steam skidders, tractors, and other machinery, fixtures and equipment, of any and every kind, whatsoever, whether the same are now used for such purposes or not and whether or not the same have as yet been devised, invented or perfected, and which in the judgment of the said Vendee, its successors and assigns, may be useful, convenient or necessary for the cutting, assembling, removing and transporting of the timber and trees hereunder conveyed, and all other timber, trees and timber products, now or hereafter owned by the said Vendee, its successors and assigns.

Together with the right unto the said Vendee, its successors and assigns, to cut, use and remove any undergrowth, brush, earth, or stone, the cutting, using or removal of which may be useful, convenient or necessary for the cutting, handling and removal of the said timber and trees, or in exercising any of the rights granted hereunder, and with the further right, at any time, during the time hereinafter specified for the cutting and removal of said timber and trees, and the enjoyment of all other rights granted hereunder, or within 90 days after the expiration thereof, to remove any and all machinery, fixtures, and all other property, of whatsoever nature, so placed or erected upon the said premises by said Vendee, its successors and assigns, but the said Vendee, its successors and assigns, shall not be required to remove from said premises, any roadbed established thereon, nor be required to remove the tree tops, limbs, laps, branches, roots, stumps, sawdust, or trees cut thereon; However, this shall not be construed or operate so as preclude the said Vendee, its successors and assigns, from removing the same, or any part thereof. And the said Vendee, its successors and assigns shall not be held liable for any damage, of whatsoever nature, that may be done in the cutting, assembling, removing and transportation of the said timber and trees, or in the exercise of any of the rights or privileges hereunder granted. To have and to hold, all and singular, the said premises, timber and trees, rights, ways, privileges and easements, unto the said Vendee, its successors and assigns, for and during the time, term and period hereinafter specified for the cutting and removal of the timber and trees, and the enjoyment of all other rights granted hereunder,

And, I, the said W.M. Allen, Vendor, do hereby bind myself, my heirs, executors, administrators and assigns, to warrant and defend, all and singular, the said premises, timber, trees, rights, ways and easements hereunder granted and conveyed unto the said Saluda Land and Lumber Company, a corporation, its successors and assigns, against myself and my heirs and all persons lawfully claiming or to claim the same or any part or portion thereof. And it is hereby mutually covenanted and agreed:

First: That the said Vendee, its successors and assigns, shall in the establishment and construction of roads, tramroads and railroads, and in its operation over, upon and across said lands and premises (for which rights are hereunder granted), locate said roads, tramroads and railroads over said lands, and carry on its operations thereon, in such manner so as to cause the least possible amount of damage thereto. This, however, shall not be construed nor imply to limit or alter in any manner the rights hereinbefore granted, the right of selection of such location and manner of operations being wholly with the Vendee, its successors and assigns.

Second: That the said Vendee, its successors and assigns, for the consideration hereinbefore -

(Over)