

State of South Carolina,)
Greenville County.) Deed for Timber etc.

Know all men by these presents, That We, W.K.M. Gilkey and Floyd Gardner, of McDowell County, North Carolina, for and in consideration of the sum of \$1000.00 and other valuable considerations to us paid by J.D. Pitts, of Burke County, State of North Carolina, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said J.D. Pitts all the merchantable timber of every kind and description standing and lying upon that tract, parcel or lot of land in Cleveland Township, Greenville County, State of South Carolina, described as follows:

Beginning at an ash XIOM near the Pumpkin Town Road Bridge on the South bank of the South Saluda River, and running thence down said river with the meanders thereof to a cherry stump on the South bank; thence South 7 East 27.30 to a stake; thence South 6-1/2 West 1.88 to a stake; thence South 45-1/2 West 4.50 to a stake; thence South 40-1/2 West 5.00 to a stake; thence South 81 West 12.93 to a stake; thence North 53-1/4 West 2.57 to a stake; thence North 41-3/4 West 3.74 to a stake; thence North 61 West 2.92 to a stone, Bates and Talley corner; thence South 72-3/4 West 5.15 to a stake; thence South 87-3/4 West 3.40 to a stake; thence North 49-1/2 West 2.04 to a stake; thence South 66-1/2 West 7.00 to a stake; thence South 73-3/4 West 2.77 to a stake; thence South 50-1/2 West 3.90 to a stake; thence South 40 West 5.20 to a stake; thence South 19 West 6.00 to a stake; thence South 78-1/2 West 3.20 to a stake; thence North 86-1/2 West 2.30 to a stake; thence South 61 West 2.00 to a stake; thence South 29-1/2 West 5.10 to a stake; thence South 18-1/2 West 2.20 to a stake; thence South 3-1/4 East 3.80 to a stake; thence South 26-1/2 West 2.70 to a stone; thence South 17-1/2 West 9.10 to a stone Xom; thence South 9 West 12.00 to a stone on the south bank of South Saluda River; thence down the meanders of said river 1.13 to a stone on south bank; thence North 45 East 18.00 to a stone X; thence South 47 East 32.15 to a water oak X down; thence North 54-1/4 East 54.00 to a stake, post oak gone; thence North 73 East 128.50 to a stone OM on Evans Mill; thence North 11 East 30.38 to stone OM; thence North 85 East 13.85 to stone gone; thence North 15 East 13.50 to stone OM; thence North 9 West 11.80 to a stake in road leading to Cleveland; thence North 11 West 28.70 to a stake, pine stump gone; thence South 79 West 49.00 to a stone; thence South 79-1/2 West 26.50 to stone; thence North 3-1/2 West 6.90 to stone; thence North 82 West 2.78 to stone OM; thence South 8 West 10.00 to stone; thence South 52-1/4 West 21.50 to stake in road to Table Rock; thence with said road South 22 East 2.90 to bend; thence South 10 East 4.80 to bend in said road; thence with said Road South 61 East 4.45 to stone on said road; thence South 79 West 8.34 to pine stump; thence North 86 West 9.86 to the beginning corner, containing one thousand four hundred eighteen and one-half acres, according to the survey of W.A. Mester, as shown on plat dated May 10th, 1916. Being the same tract conveyed to J.D. Bridges et al, by Talula Hagood, Sara Anita Hagood, Wm. Clarence Hagood, Eva Carolina Hagood Andrea, and John Benjamin Hagood by deed dated March 11, 1916, recorded in Book 39, page 249; and by Franklin Miles-Hagood by deed dated March 20, 1916, and recorded in Book 39, page 247.

The distances specified in the above description are in chains. in this contract We hereby change the length of time in cutting timber from five to eight years which is described. It is agreed that the said J.D. Pitts shall have five years from the date hereof in which to cut, log, manufacture and remove the said timber. All timber not cut, manufactured and removed within the said time shall revert to the said W.K.M. Gilkey and Floyd Gardner and their assigns.

See another Deed to the Deed, see Deed Book 37 page 113.

It is further agreed that the said J.D. Pitts shall have the right to select suitable mill sites for mill yards and hacking of lumber on said land, and shall have the right of egress and ingress in and over said lands for the purpose of cutting, manufacturing and removing the said timber and its products, and shall have the right to roads and road-ways over the said lands for said purposes, all during the life of this contract.

It is further agreed that the said J.D. Pitts assumes and agrees to pay a mortgage given to W.C. Hagood and others by J.D. Bridges and W.B. Forest, dated April 10, 1916, conveying the land upon which the above timber stands and the timber as security for an indebtedness of \$5000.00, with interest from December 1st, 1916, to which date interest has been paid. Reference is here made to mortgage recorded in Book 58, page 53, of Deed Records of Greenville County, South Carolina, for more certain description of the terms of said mortgage.

To have and to hold the said timber before mentioned unto the said J.D. Pitts, his heirs and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular of said timber unto the said J.D. Pitts, his heirs and assigns, against us and our heirs and every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the said mortgage to W.C. Hagood, hereinbefore described, and assumed by the said J.D. Pitts.

Witness our hands and seals this 13th, day of January, A.D. 1917, and in the one hundred and forty-second (142) year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered

in the presence of: W.K.M. Gilkey, (Seal)
E.G. Tarr, Floyd Gardner, (Seal)
Thelma Hicks.

State of North Carolina,
McDowell County.

Personally appeared before me Thelma Hicks and made oath that she saw the within named W.K.M. Gilkey and Floyd Gardner sign, seal and as their act and deed deliver the within deed for the uses and purposes here in mentioned, and that she with the said E.G. Tarr witnessed the execution thereof.

Sworn to before me this 13th, day of January, 1917.

J. Wallace Winborne,
Notary Public of McDowell County, N.C.
My Commission expires February 4th, 1917.

Thelma Hicks,
Affiant.

State of North Carolina,
McDowell County.

Renunciation of Dower.

I, J. Wallace Winborne, a Notary Public, do hereby certify unto all whom it may concern that Mrs. Hattie Kirby Gilkey, wife of the within named W.K.M. Gilkey, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce and forever relinquish unto the within named J.D. Pitts, his heirs and assigns, all her interest and estate, and also all her right and claim of Dower, in and to all and singular the timber within mentioned and released.

Given under my hand and seal this 13th, day of January, 1917.
J. Wallace Winborne,
Notary Public,
My Commission expires February 4, 1917.

Hattie Kirby Gilkey

Recorded September 25th, 1919.

*1941
1917*