

It being our express intention by this deed to convey unto said Saluda Land and Lumber Company, upon the terms and conditions and subject to the restrictions and limitations herein set forth, all of the timber and trees, situate, lying and being on all of the land owned by us, the said Claudie and Benjamin Masters, shown by the said Wiswall Plat (a copy of which is hereto attached) except as to the  $35\frac{1}{4}$  acres hereinbefore described, title to which has this day passed in fee simple unto said Saluda Land and Lumber Company under deed from said Benjamin Masters.

The lands upon which the Timber is hereby conveyed, being originally a part of the Estate of John Masters, Deceased, conveyed as three separate parcels unto Claudie Masters by J.K. Masters by deed of conveyance, bearing date May 20th, 1914, recorded in the office of the Registrar of Mesne Conveyances in and for Greenville County, State of South Carolina, on December 13th, 1916, in Volume 41 of Deeds page 503.

Saving, excepting and reserving, however, from this conveyance, unto the said vendors, their heirs and assigns, All Fruit Trees growing on said lands and premises, and also all Ornamental and Shade Trees around the dwelling house as now located thereon.

And for the consideration hereinbefore expressed, We, the said Vendors, 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, upon and across said land, which may be useful, convenient or necessary, for the cutting, assembling, removal and transporting of the timber and trees on said lands, 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, which in the judgment of the said Vendee, its successors and assigns, may be useful, convenient or necessary for the cutting, assembling, removal 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 ninety days after the expiration thereof, to remove any and all machinery, fixtures and all other property, of whatsoever nature, placed or erected upon said premises by said Vendee, its successors or 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 to preclude the said Vendee, its successors and assigns, from removing the same, or any part thereof. To have and to hold, all and singular, the said premises, timber, trees, rights, ways, privileges and easements unto the said Vendee, its successors and assigns, for and during the full time, term and period hereinafter specified for the cutting and removal of the said timber and trees-

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and the enjoyment of all other rights, granted hereunder. And we, the said Claudie Masters and Benjamin Masters, Vendors, do hereby bind ourselves, our heirs, executors and administrators, 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, its successors and assigns, against ourselves and our heirs, and against 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 over said lands (for which rights are herein granted) locate the same and carry on its operations thereover, in such manner so as to cause the least possible amount of damage to said lands and premises. 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 operation being wholly with the Vendee, its successors and assigns. Second: That the said Vendee, its successors and assigns for the consideration hereinbefore expressed, shall have the full term of twenty-five (25) years from the date hereof, in which to cut and remove the timber and trees from said land, at any time and from time to time during the said period, and in which to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder, at any time and from time to time, during the said period, provided, however, and it is hereby mutually agreed,

That so much of said timber and trees as may be remaining on said land, both standing and fallen, at the expiration of the time, term or period hereinbefore provided and fixed for the cutting and removal thereof, shall immediately revert to and become the property of the said Vendors, their heirs and assigns; And

That the said Vendee, its successors and assigns, shall by good and sufficient quit-claim deed, release unto the said Vendors, their heirs and assigns, the lands and premises hereinbefore described at such time before the expiration of the time, term or period hereinbefore specified, When, and as the said Vendee, its successors and assigns, shall have completed its operations of cutting, assembling, removing and transporting the timber and trees thereon, hereunder conveyed and other timber, trees and timber products, for which rights of ingress and egress, ways and easements are hereunder granted.

This shall not be construed, however, to limit or alter any of the rights hereinbefore granted, and release of said premises, or any part or portion thereof, shall be effected only at such time or times when operation in the particular district where said land is situate, are completed, and need no longer exists for such rights, ways and easements over and across said land in connection with the timber operations of said Vendee, its successors and assigns.

Third: That the said Vendors, their heirs and assigns shall have the right to cut and use for firewood for themselves and tenants on said land, such small timbers and trees situate thereon, measuring not more than eight (8) inches in diameter, inside the bark, twelve (12) inches from the ground, and, further, shall have the right to use such small timbers in maintaining present fences and buildings on said land, but for no other purpose, whatsoever.

Fourth: That the said Vendors, their heirs and assigns shall have the right to maintain the present clearings of fields on said land, by cutting and removing therefrom, such timber and trees that may hereafter grow up, in or around said clearings or fields in such manner as to shade -

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