

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, and the enjoyment of all other rights granted hereunder.

And, I the said J.Norwood Cleveland, 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 operations over, upon and across said lands and premises (for which rights are hereunder granted), locate such roads, tramroads and railroads over said land, and carry on its operations thereover 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 rights 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 Thirty (30) years from the date hereof, in which to cut and remove the said 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 hereinbefore described, 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 Vendor, his heirs, executors, administrators and assigns: And,

That the said Vendee, its successors and assigns, shall by good and sufficient quit claim deed, release unto the said Vendor, his heirs, executors, administrators 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 operation 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 operations 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 Vendor, his heirs and assigns, shall have the right to cut and use for firewood for himself 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 purposes whatsoever.

Fourth: That the said Vendor, his heirs and assigns, shall have the right to maintain the present clearings of fields on said lands, 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 the growing crops in said fields, to the injury thereof, but for no other purposes, whatsoever. This, however, shall not be construed to grant the right, in any manner, whatsoever, to extend the said fields or clearings beyond their present boundaries.

Fifth: That the said Vendee, its successors and assigns, shall and will promptly pay, when the same become due and payable, all taxes and assessments, of whatsoever nature, that may hereafter be levied and assessed against the said land, timber, trees and property rights hereinbefore described, whether jointly or separately assessed, for and during the term, time and period hereinbefore specified, or until such time as the said premises are released herefrom, as hereinbefore provided, in which event, all interest of the said Vendee, its successors and assigns, in and to said lands and premises shall cease and terminate and the said Vendee, its successors and assigns, shall be released from the obligations imposed hereunder, however, until such release, the said Vendee, its successors and assigns, shall be required to pay all taxes thereon, that may hereafter become due and payable, during the term, time and period hereinbefore specified, and the said Vendor, his heirs and assigns, may, upon default in payment thereof, pay such taxes, and any and all amounts so paid shall be, and are hereby made a lien against said Timber, Trees and Property rights for the reimbursement thereof, with interest to the said Vendor, his heirs and assigns, in like manner as if the same were secured by a mortgage thereon duly executed.

In witness whereof, I have hereunto attached my hand, and affixed my seal, this 9th, day of May A.D. 1922.

Signed, sealed and delivered

in the presence of:

(Stamps 50 cts.)

J.Norwood Cleveland (Seal)

L.M. Carlson,

A. Willis.

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

Personally appeared before me L.M. Carlson who, being by me duly sworn on oath; did say: That she saw the within named J.Norwood Cleveland, sign, seal and as his act and deed deliver the within written Deed, and that she with A. Willis witnessed the due execution thereof.

Subscribed and sworn to before me this

9th, day of May A.D.

Alester G. Furman, Jr. -

L.M. Carlson

Notary Public for South Carolina.  
My Commission expires at the pleasure of the Governor.

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

I, Alester G. Furman, Jr., Notary Public within and for the County of Greenville, State of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Natalie P. Cleveland, wife of the within named J.Norwood Cleveland, 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, release, and forever relinquish unto the within named Saluda Land and Lumber Company, its successors and assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this

9th, day of May 1922.

Mrs. Natalie P. Cleveland

Alester G. Furman, Jr.

Notary Public for

Recorded May 10th, 1922.

END OF DOC.