

(Deed 75 p)

State of South Carolina,

County of ~~Spartanburg~~ Greenville

This deed and contract made and entered into by and between Mrs. Mary C. Harris of Greenville, S.C., party of the first part, and C.J. Valley, of Spartanburg, S.C., party of the second part.

W-i-t-n-e-s-s-e-t-h:-

That the party of the first part for and in consideration of the sum of Nine Thousand (\$9000.00) Dollars in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the party of the second part, all the timber of every kind and description, both standing and fallen, of fourteen (14) inch stump diameter and up,--except standing walnut trees, none of which are to be cut, and such chestnut trees as are now fallen, such fallen chestnut trees being the property of J.H. Cleveland, in case he removes them from the premises by the 1st day of July, 1913, reverter to the party of the first part in case the said Cleveland does not move them, in which event all of such trees as are on the premises after above mentioned date are intended to be conveyed hereby,-- on all that tract or parcel of land in the upper section of Greenville County, near Jones Gap Road; containing Eight Hundred twenty-five (825) acres, more or less; being all the land owned by Mrs. Mary C. Harris in upper Greenville County, with the exception of a tract containing about one hundred (100) acres; adjoining the above described tract on the southern side, title to which is now in dispute, it being claimed by C.G. Drake, timber on such one hundred (100) acres is not intended to be conveyed by this instrument.

Together with the rights and privileges to place saw mills and necessary machinery for cutting and sawing timber at such places on the premises as shall be found most convenient for the handling of said timber, and to enter freely upon the above described tract of land and to have free use of all necessary rights of way, reasonably necessary, to the cutting and handling of said timber, to be located by the party of the second part over and upon any and all of said premises, at any and all times, during the continuance of this contract; said right of way to be sufficient for the use of teams, carts, vehicles and tramways, such as may be found convenient for cutting and handling said timber, to be located by the party of the second part.

Together also with the use of so much of said premises as may be reasonably necessary for occupancy by the party of the second part for stables and sheds for stock, and houses or buildings for tenants, all of which are to be constructed and maintained with reasonable care not to injure young growing trees. The party of the second part to have the right to cut and use all such timber and brush he may desire, but not to be bound to remove from the premises any limbs, brush or tops. Party of the second part agreeing to do and cause to be done all of the above mentioned things, with reasonable care for the preservation of the land and protection of growing crops thereon and to save harmless party of the first part from any damages to crops or any tenants thereon.

Together also with the right to remove any and all tramways, buildings or structures of any kind placed upon the premises, within a reasonable time after the expiration of this contract,.

To have and to hold all and singular the aforesaid timber on the tract of land above described, except that above reserved unto the party of the second part his heirs and assigns forever, and the party of the first part does hereby warrant all and singular the title to such timber and also the title to all rights and privileges above granted against her heirs, executors and administrators, and all other claiming or to claim the same or any part thereof, and the party -