

( Deed )

State of South Carolina,  
County of Greenville.

Know all men by these presents, that we, William D. Cox, Mary Jane Cox, and John A. Cox ( all unmarried), of said County and State, in consideration of the sum of one thousand dollars and for other valuable considerations, to us paid by H.S. Robinson, grantee, 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 H.S. Robinson, all the merchantable timber of every kind and description, measuring not less than eight (8) inches at the stump, twelve (12) inches from the ground at the time of cutting, which is standing or lying upon that tract of land situate, lying and being in the State aforesaid, in the County of Pickens and in the County of Greenville, on both sides of South Saluda River, and on both sides of a road leading from the Blythe Old place to Greenville, S.C. bounded by lands of John Waldrop, Joseph Hardin, Beverly Thompson and others, containing six hundred and sixty-five acres, more or less, and having the following metes and bounds, to-wit: Beginning on a white oak on west bank of South Saluda River; thence S. 50° W. 5.09 chains to a stone for Spanish Oak; thence S. 21-1/3° W. 9.83 to chestnut, down; thence S. 69-1/3° W. 14.72 to a pine 3X om; thence N. 19-1/2° W. 14.10 to a pine; thence N. 1/6° E. 6.55 to a small red oak 3x; thence N. 34-7/12° W. 3.25 to a hickory; thence N. 62-2/15° W. 55.00 to a red oak om; thence N. 37-2/3° W. 29.92 to a stone; thence N. 62-1/2° E. 10.00 to a B-gum; thence N. 71° E. 4.27 to a W.O.; thence S. 62-1/2° E. 1.65 to a spanish oak; thence N. 81° E. 3.87 to a stake; thence S. 78° E. 1.72 to a chestnut; thence N. 2-1/2° W. 3.47 to a stake; thence N. 44-1/2° E. 3.18 to a pine; thence N. 69-1/4° E. 3.87 to a stake; thence N. 85-3/4° E. 2.40 to P.O.; thence N. 79-1/2° E. 4.77 to a Spanish Oak; thence N. 75° E. 1.14 to a stake; thence N. 6-1/2° E. 1.42 to a pine; thence N. 32-1/2° E. 2.77 to a sourwood; thence N. 57-3/4° E. 2.50 to a stake; thence N. 87-1/2° E. 3.08 to a pine; thence S. 87° E. 1.73 to a P.O.; thence N. 70-1/4° E. 2.12 to a stake; thence N. 80° E. 2.18 to a stake; thence N. 68-1/2° E. 2.93 to a stake; thence S. 30-1/2° E. 23.68 to a poplar; thence S. 4° E. 8.66 to mouth of ditch; thence up river to black-gum; thence S. 6° E. 26.20 to a stake; thence S. 77-1/4° W. 2.57 to a bend in Grassy Ridge; thence S. 62-1/2° W. 2.66 to a bend; thence S. 87° W. 3.31 to bend; thence N. 61-1/4° W. 2.00 to a bend; thence S. 65-3/4° W. 3.85 to a bend; thence S. 60° W. 3.80 to a bend; thence S. 68-1/2° W. 2.80 to a bend; thence S. 48-1/2° W. 4.00 to a bend; thence S. 48-3/4° W. 2.33 to a bend; thence S. 27-1/2° W. 2.89 to a bend; thence S. 15-1/2° W. 3.17 to bend; thence S. 78-1/4° W. 3.22 to a bend; thence N. 85-1/2° W. 2.32 to a bend; thence S. 56-1/2° W. 2.07 to a bend; thence S. 27-1/4° W. 5.10 to a bend; thence S. 17-1/4° W. 2.25 to a bend; thence S. 10° E. 3.22 to a bend; thence S. 24° W. 2.79 to a bend; thence S. 19-1/2° W. 3.08 to a bend; thence S. 7-1/2° W. 3.42 to a bend; thence S. 19° W. 2.71 to a bend; thence S. 2-3/4° W. 11.60 to white oak at mouth of Sinclaw Branch on east side of South River; thence up the meanders of the River to the beginning corner.

This is the same tract of land that was conveyed by A.B. Talley to Eliza W. Cox, Mary Jane Cox, William D. Cox and John A. Cox, by deed bearing date October 6, 1892, and recorded on the following day in the office of the Register of Mesne Conveyances for said County and State in Deed Book "YY" Page 510. The said Eliza W. Cox died in the month of August 1910, intestate, having survived her husband, William H. Cox, and not having subsequently re-married. She left as her sole heirs at law and distributees her three children the said Mary Jane Cox, William D. Cox and John A. Cox, who are now the sole owners of said tract of land.

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There is no mortgage, judgment or other lien or incumbrance affecting this land or timber or any part thereof.

Excepting and reserving, however, from the foregoing conveyance twenty-three trees standing ~~at the residence~~ near the residence on the said lands, which trees have been marked with the letter "X", Also the laps of the merchantable timber.

It is agreed by the grantors herein by the execution of this deed, and by the grantee by the acceptance thereof as follows:

First:- That the grantee shall have a period of five years from the date hereof in which to cut, log, and manufacture the said timber and its products, and one year additional for the removal of same. But in the event of unavoidable hindrance to the grantee by reason of railroad strike, acts of God or otherwise, the same cannot be cut, logged and manufactured within said period of five years, then the said grantee may have the further period of three years, after the expiration of the said five years in which to cut, log, manufacture and remove same, but this further period shall not be granted unless the grantee gives to the grantors, or their assigns, thirty days' notice of his desire therefor before the expiration of the said five years.

Second:- That all timber not cut within said period of five years shall revert to and become the property of the grantors, or their assigns, and all the timber products not removed within the period of six years shall likewise revert to and become the property of the grantors, or their assigns, unless the grantee shall have given the thirty days' notice as above required, and, in that event, all the timber products not removed within said further period of three years shall revert to and become the property of the grantors, or their assigns.

Third:- That the grantee shall have the right of ingress, egress and regress in and to and over said lands with roads and roadways, and shall have the right to place mill seats on said lands, all for the purpose of cutting, logging, manufacturing and removing said timber and its products, but in constructing said road or roadways, and placing mill seats, caution shall be used to do as little damage or injury to the lands as possible, and if any road or roadways, or mill seat shall be placed or constructed on lands where crops are growing, which shall not be done unless grantee shall deem it necessary, grantee shall pay grantors or their representatives the actual value of said growing crops.

Fourth:- That the grantee shall have the right to remove all buildings, of whatever kind they may be, erected by him on said lands, provided the same shall be removed within the period above allowed for cutting and removing said timber.

Fifth:- That there are five hundred and ninety-seven acres of timber land within said boundary, and the price agreed upon per acre is seven dollars for the timber.

Sixth:- That all the rights, title and privileges herein granted to grantee shall be construed to be granted to him and his agents, heirs, executors, administrators and assigns for the purposes herein expressed.

Together with all and singular the rights, members, hereditaments and Appurtenances to the said premises and timber belonging or in anywise incident or appertaining;

To have and to hold all and singular the premises, timber and other rights, easements and privileges above mentioned unto the said H.S. Robinson and his heirs, executors, administrators and assigns forever.

And we do hereby bind ourselves and each of our heirs, executors and administrators to warrant -

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