

(18,480.00) with interest, according to the terms of this agreement, the Sellers hereby agree to execute and deliver to the purchasers their deed conveying to purchasers, their heirs and assigns, a good fee simple title to the four-sixths interest in the said lot, said deed to contain a clause of general warranty and the dowers of the wives of all the owners to be renounced thereon.

4. Upon the execution and delivery of the said deed purchasers agree to execute and deliver to sellers their note for Eighteen thousand four hundred and eighty (\$18,480.00) Dollars, payable in two equal installments one and two years after the date thereof, with interest from the date thereof at the rate of six per cent. per annum payable semi-annually, with the provision that upon default of payment of any portion or principal or interest the whole amount to become due and payable; with a further provision that in case of collection by an attorney or by suit, ten per cent. of the amount due should be paid as attorney's fee; said note to be secured by a first mortgage on the property herein described.

5. It is mutually agreed that time is of the essence of this contract, and that upon the failure of the purchasers to comply with the terms hereof that all amounts paid by them under this contract shall be forfeited to the owners and retained by them as liquidated damages for the breach of this contract.

Witness our hands and seals at Greenville, S.C.

In the presence of:

Mary Frances Halfacre,

Marion W. Graham.

- C.V. Latham, v
- A.F. McKissick, (L.S.)
- W.E. Rasor, (L.S.)
- A.D.L. Barksdale, (L.S.)
- J.A. Bull, (L.S.)
Sellers.
- Chas. E. Mackey, (L.S.)
- Arthur H. Mackey, (L.S.)
Purchasers.

State of South Carolina,
County of Greenville.

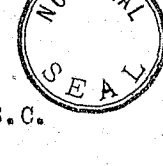
Personally appeared before me Marion W. Graham and made oath that she saw the within named C.V. Latham, A.F. McKissick, J.A. Bull, A.D.L. Barksdale, W.E. Rasor, Chas. E. Mackey and Arthur H. Mackey sign, seal and as their act and deed, deliver the within written contract for the uses and purposes herein mentioned, and that she with Mary Frances Halfacre witnessed the execution thereof.

Sworn to before me this 30th,

day of March 1920.

R.E. Holroyd (L.S.)

Notary Public for S.C.



Marion W. Graham

Recorded March 18th, 1921.

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

Know all men by these presents: That we, J. Norwood Cleveland and R. Mays Cleveland, Vendors, of Marietta, Greenville County, State of South Carolina, for and in consideration of the sum of Ten Dollars and other valuable considerations, to us in hand paid at and before the sealing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents, do hereby grant, bargain, sell and release unto Saluda Land and Lumber Company, a corporation, Vendee, its successors and assigns: All the Timber and Trees, of every kind and description, (Now and hereafter, during the time, term or period hereinafter specified), situate standing, lying and being upon the following described tracts or parcels of land, situate on waters of Middle Saluda River, Cleveland Township, Greenville County, State of South Carolina, to-wit:

Parcel I. That certain parcel of land known as the Robinson Tract, containing 78.6 acres, more or less, bounded by lands of the Irvine Estate, McGee, Saluda Land and Lumber Company, et al., being the same tract of land granted by the State of South Carolina to Jeremiah Cleveland, November 8, 1830 and conveyed unto R. Mays Cleveland, November 17, 1897 as appears by deed of record in the Office of the Registrar of Mesne Conveyances in and for Greenville County, State of South Carolina, in Volume 52 of Deeds, page 296.

Parcel II. That certain parcel of land known as the McCombs Tract, containing 109 1/2 acres, more or less, bounded by lands of Jennings, Cleveland, Mrs. Wilkins, et al., being the same tract of land conveyed by Jesse McCombs unto R. Mays Cleveland, April 16, 1906, as appears by deed of record in the office of the Registrar of Mesne Conveyances in and for Greenville County, State of South Carolina in Volume "SSS" of Deeds, page 306.

Parcel III. That certain parcel of land known as the Poole Tract, containing 235 acres, more or less, adjoining parcel II hereinabove described, lands of Jennings, Mrs. Wilkins, et al., being the same tract of land conveyed May 16, 1896 unto R. Mays Cleveland, by Sallie V. Beattie, et al., Heirs at law of J. Harvey Cleveland and wife Mary L. Cleveland, both deceased, under deed appearing of record in the office of the Registrar of Mesne Conveyances in and for Greenville County, State of South Carolina in Volume "CCC" of Deeds, page 258.

The aforesaid tracts of land having been devised unto us, the said J. Norwood and R. Mays Cleveland, Vendors herein, under the terms of the last will and testament of R. Mays Cleveland, deceased.

And for the consideration aforesaid, we, the said J. Norwood Cleveland and R. Mays Cleveland, Vendors do hereby also grant, bargain, sell and release unto the said Saluda Land and Lumber Company, its successors and assigns:

An undivided one-half interest in and to all the Timber and Trees of every kind and description (Now and hereafter, during the time, term and period hereinafter specified), situate, lying and being upon that certain tract of land known as the Dalton or Karr Tract, Cleveland Township, Greenville County, State of South Carolina, which said tract as a whole contains 434 acres, more or less and is bounded by lands of McGee and Irvine Estate, Jennings and the McCombs Tract hereinbefore described, being the same tract of land conveyed unto J. Harvey Cleveland, October 3, 1842, as appears by deed of record in the office of the Registrar of Mesne Conveyances in and for Greenville County, S.C. in Volume "U", page 158, and by Sallie V. Beattie, et al., Heirs-at-law of said J. Harvey Cleveland and wife Mary L. Cleveland, both deceased conveyed May 16, 1896 unto Jesse F. Cleveland and R. Mays Cleveland, each an undivided one-half interest, as appears by deed of record in the office aforesaid in Volume "CCC" of Deeds, page 257, and which said undivided one-half interest so conveyed unto said R. Mays Cleveland was devised to us the Vendors herein, under the last will and testament of our father the said R. Mays Cleveland.

And further, 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 lands which may be useful, convenient or necessary for the cutting, removal, transporting and manufacturing of the Timber and Trees on said lands, hereinbefore and hereunder conveyed, or any other timber or trees whatsoever, together with the exclusive right to establish, locate, build, construct, maintain and operate over, upon and across said lands and premises, such roads, tram-roads, railroads, steam skidders, tractors, mills, buildings, structures and such 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, and which in the judgment of the said Vendee, its successors and assigns, may be useful, convenient or necessary for the cutting, removal and manufacture of the timber and trees on said land and premises hereunder conveyed and all other timber and trees 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 90 days after the expiration thereof, to remove any and all machinery, building, fixtures and all other property of whatsoever nature, placed or erected upon said premises by said Vendee, its successors and assigns, and the said Vendee, its successors and assigns shall not be required to remove from said premises, the tree tops, laps, limbs, branches, roots, stumps, sawdust, or trees cut or manufactured thereon, but, 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.

(Over)

235
104
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See Deed Book 388 Page 513.
For Timber Release