

recorded in the R.H.C. Office aforesaid in Vol. VVV of Deeds, page 260.

Tract No. 2.

That certain piece, parcel or tract of land, generally known as the "Luther and Martha Bruce Tract", containing 96 acres, be the same more or less, situate, lying and being on Waters of Gap Creek, branch waters of Middle Saluda River, in Cleveland Township, Greenville County, State of South Carolina, bounded on the East and North by other land of the Vendor, known as the "Hattie McC Carson Tract" (Tract No. 1 hereinabove described) and land of J.H. Cleveland, et al; on the West by land of Saluda Land and Lumber Company, formerly of M.M. and Berry Tankersley, and on the South by other land of the Vendor, lands of D.L. Potts, et al, and having such shape, courses and distances as is shown on a Plat thereof, made by Howard Wiswall, C.E., survey of 1918-1922, a copy of which Plat is hereunto annexed and made a part hereof; reference thereto being craved for full and complete description of said property; said tract being thereon designated as Tract No. 2 and described as follows, to-wit: Beginning at a Persimmon Tree on the bank of a small branch, known as "Flat Branch" emptying into Gap Creek, corner common to land herewith described and land now or formerly of D.L. Potts, et al, running thence N. 55° 45' E. 13.10 chs. to a stake, corner common to land herewith described and land now or formerly of Mrs. Harriett Johnson; thence on the same course 1.14 chains to a stake, corner common to land herewith described and other land of the Vendor, known as the Hattie McC Carson tract (Tract No. 1 hereinabove described) thence N. 37° 35' W. 11.39 chs. to a stone, corner common to land herewith described, said Hattie McC Carson Land, and lands of J.H. Cleveland et al; thence N. 37° 35' W. 42.77 chs. to a stone, corner common to land herewith described and lands of J.H. Cleveland et al and Saluda Land and Lumber Company, formerly of M.M. and Berry Tankersley; thence S. 6° 43' W. 23.58 chs. to a stake, corner common to land herewith described and land of Saluda Land and Lumber Company, formerly of M.M. and Berry Tankersley; thence S. 46° E. 10 chs. to a stone; thence S. 19° 17' W. 7.66 chs. to a poplar; thence S. 23° 13' W. 6.20 chs. to a Rock at a small branch; thence S. 30° E. 20 chs. to a white oak (down) thence N. 55° 45' E. 14.35 chs. to a Persimmon Tree at Flat Branch, the point of beginning. Said tract being originally a part of the Estate of G.W. Smith, deceased, conveyed unto the Vendor herein, William G. Surrine by Luther Bruce et al, under and by virtue of those certain Deeds of Conveyance appearing of record in the Office of the Registrar of Mesne Conveyance in and for Greenville County, in Vol. RRR of Deeds, page 67, Vol. RRR of Deeds, page 68 and Vol. VVV of Deeds, page 374.

And for the consideration hereinbefore expressed, I, the said Vendor, 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, assembling, removal and transporting of the timber and trees on said lands, herein 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, machinery, 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

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perfected, and 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 all such Timber, Trees, and Timber Products.

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 the exercise of 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 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 or assigns, from removing same, or any part thereof. The Vendee, its successors and assigns, to have the full term of Twenty Years from the date hereof, in which (Time Limit) to cut and remove the Timber and Trees hereunder conveyed, 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. (Reversion at Expiration) Provided, However, that title to so much of said timber and trees as may be remaining on said lands, 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 and assigns.

To have and to hold, all and singular, the said premises, timber, trees, rights, ways, privileges and easements unto the said Vendee, Saluda Land and Lumber Company, its successors and assigns, for the full term, time and period hereinbefore specified for the cutting and removal of the said timber and trees and enjoyment of all other rights granted hereunder.

And, I the said William G. Surrine, 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, my heirs and any person or persons lawfully claiming or to claim the same, or any part or portion thereof.

And it is hereby mutually covenanted and agreed by and between the Vendor and Vendee:

Location of Rights-of-Way

First That the said Vendee, its successors or assigns, shall, in the establishment and construction of roads, tram roads and railroads, over the lands hereinbefore described (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 or assigns.

Release

Second That should the Vendee, its successors or assigns at any time before the expiration of

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