

TITLE TO REAL ESTATE

37830 PROBENCE-JANUARY CO.-GREENVILLE

State of South Carolina,
County of Greenville.

This indenture, made and entered into by and between L. O. Patterson, as executor of the will of H. C. Markley, deceased (hereinafter, for convenience, referred to as the "executor"), party of the first part, and N. W. Meece (hereinafter referred to as the "grantee"), party of the second part,

W I T N E S S E T H :

That said executor has sold and does hereby sell, grant, bargain, convey, transfer and set over unto said grantee, in consideration of the sum of one thousand dollars paid to him at and before the sealing and delivery hereof by said grantee (the receipt whereof is hereby acknowledged), all the merchantable saw timber measuring not less than eight (8) inches in diameter (including the bark), one foot above the ground (including both standing and fallen trees), now on that certain piece, parcel or tract of land situate, lying and being in said state and county, on the north-east side of Paris Mountain, about five miles northward from the City of Greenville, adjoining lands of T. W. Fleming, H. L. Brookshire, J. W. Brookshire, Paris Mountain Yacht Club, Miss Aileen McGee and others; the exact metes, bounds and acreage being partially unknown; but it being distinctly understood and agreed that no timber is sold on the "Montvue" tract containing about 59½ acres, on which Mr. Markley's summer home stood, fronting the main road from the City of Greenville up Paris Mountain, west of the lands formerly belonging to E. E. Watson and C. O. Hobbs, which separate said Montvue tract from the land on which the timber is sold hereby; a plat of said Montvue tract, made by Dalton & Neves, dated March, 1929, being shown said grantee herewith, in order to obviate the chance of any misunderstanding.

Together with all rights of ingress and egress and all other ways, privileges and easements in and across said premises which may be necessary, useful or convenient for the cutting, processing and removal of such timber; also the right to construct, maintain and operate on said premises roads, mills, machinery and other fixtures and appliances for such purposes, and to cut, use and transport from point to point on said premises any undergrowth, brush, earth or stone for such purposes.

It is agreed that said grantee shall have eighteen (18) months from the date hereof for the cutting and removal of such timber from said premises, and that all timber not removed therefrom within such term shall revert to said executor, and said grantee shall have no further rights therein, but shall have an additional period of thirty (30) days (after the expiration of said 18 months' term); within which he may remove any mills, machinery and other property belonging to him, or may, at his option, abandon any such property, structures, sawdust, roadbeds, etc., instead of restoring said premises to their present condition. All slabs and strips remaining at the mills, after the merchantable lumber has been sawed, shall belong to said grantee; but everything else but the merchantable lumber and said slabs and strips shall belong to said executor, who may sell them to anyone he desires, to be used as fuel or otherwise, including specifically all laps and tops left on the ground. Said grantee shall vacate said premises and surrender the peaceable possession thereof, in as good condition as they are now in, as soon said such timber shall have been removed, and in any event within nineteen (19) months from the date hereof; and in the mean time said executor may sell or lease said premises or any part thereof as he may desire, and he or his assigns, may occupy the same for any purpose not inconsistent with said grantee's right to cut, process and remove said timber.

And it is further agreed that the terms hereof shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof the parties hereto have subscribed their names and affixed their seals to duplicate copies hereof (either of which shall be deemed an original for all purposes) on this the second day of May, A. D. 1939.

Signed, sealed and delivered in the presence of:

W. E. Halbrook
S. C. Fulmer

L. O. Patterson (L. S.)
As Executor of the will of
H. C. Markley, deceased.
N. W. Meece (L. S.)

State of South Carolina,
County of Greenville.

Personally appeared before me W. E. Halbrook and made oath that he saw the within named L. O. Patterson, as executor of the will of H. C. Markley, deceased, and N. W. Meece sign, seal and as their act and deed deliver the within written agreement, and that he, with S. C. Fulmer witnessed the execution thereof.

Sworn to before me, this 25th day of May, A. D. 1939.

G. A. Ellis (L. S.).

W. E. Halbrook.

Notary Public for South Carolina.

S. C. Stamps \$2.00 U. S. Stamps \$1.00

Recorded May 25th, 1939 at 10:33 A. M. #6723 BY: E. G.