

W₂ NE₄ & NW₄ Sec. 5 & W₂ of NE₄ Sec. 7, in Tp. 9, N.
R. 5 E., & E₂ of NE₄ Sec. 26, Tp. 10, N. R. 5, E., all
in Madison County, Miss.

together with the right to enter upon said land at any and all times and lay out, erect, construct, maintain and operate railroads, logging roads, dirt roads, tram roads, cable ways, telegraph lines, telephone lines, and use and employ engines, trains, skidders, loaders, wagons, trucks, tracts, ors, teams, and in any and all other ways and with any and all other equipment now or hereafter used by it, or considered by it as desirable, and cut and remove said property from said land, without liability of any kind for damage thereby caused to above lands, and or to any property and or crops on said lands, which may not be hereby sold and conveyed, if any, and also the right to remove any and all of said equipment from said land at any time within ninety (90) days after of the expiration of the cutting rights hereby granted.

For said consideration, we further convey with full warranty of title to the said Grantee, its successors and assigns a right of way One Hundred (100) feet wide on, over, through and across the above described land, the exact location of which is to be selected by the said Grantee, its successors and assigns, for the purpose of constructing, using and maintaining at its pleasure a logging railroad over which may be hauled any and all timber, trees, logs, lumber and naval stores and any and all other forest products now or hereafter owned, manufactured and or acquired by the said Grantee, its successors and assigns, on above lands and on lands adjacent to or beyond the above described lands, and also any and all material or equipment which the said Grantee desires to haul, together with the right to construct and operate any and all such spurs, switches and sidetracks, over said above described lands as in the Grantee's opinion may be necessary or desirable of such widths, and located in such places as the Grantee may desire; and, when and where deemed desirable by Grantee, to connect such railroads or spurs with railroads and or spurs on adjoining lands, also the right to change all such locations in order most profitably to haul the above described property, and to haul timber, trees, logs, naval stored and other forest products and by-products from other lands. The said Grantee shall have the right to construct and maintain at its pleasure all necessary cuts, fills, drains, causeways, landings, ramps, and to do any and all other acts considered by it as necessary for the proper construction use and maintenance of said logging railroad, spurs, etc., and for the removal of said property and products from said lands, and for transporting other property to or over said land, with full right to remove and replace the same at its option.

The grantee is specifically given the right to remove and use any sand, clay, shells, gravel, dirt, and or other material from said lands in constructing, maintaining and operating such roads, railroads, spurs, switches and so forth, on grantor's lands without liability for any damage thereby caused to such lands.

For said consideration, we further grant to the said Grantee the right to build, construct, maintain and use upon the above described land, streets, roads, houses, barns, corrals, lots, commissaries, railroad tracks, shops, tanks and any and all other buildings, houses and structures, of any and every kind and character, which do or may ordinarily go to compose a logging camp, or which the said Grantee may desire to construct or erect thereupon, together with the further right to dig and operate ponds, wells, cisterns, latrines, drains, and in general to construct and maintain a logging camp for the free use and occupancy of its employees, animals and property with all suitable or desirable roads thereto and therefrom, without liability of any kind or character on the said Grantee for damage which may thereby be done to the said land, or other property of Grantor, or any part thereof, with full right to remove said construction or camp or any part thereof from the said land at the option of the said Grantee, its successors and assigns.

The said Grantee, its successors and assigns, shall have a period of five years from December 15th 1921 within which to remove the said timber, logs, trees, wood, roots, stumps, and growth and/or the products and by-products thereof, from the said land during which time all of the rights, rights-of-way, stipulations and agreements set forth in this deed shall be in full force and effect, but after the expiration of said 5 years period all said timber and other growth which shall not have been cut shall revert to grantors and grantees. Other rights over said land shall cease and terminate except as to the permanent rights-of-way hereinafter provided for.

And the said Grantee shall furthermore have a permanent right-of-way across the above described lands 100 feet in width to be laid out at the will and pleasure of the Grantee, for the purpose of removing timber and operating a railroad over which to haul logs, timbers, freight and other commodities from lands and points beyond the above described lands.

TO HAVE AND TO HOLD the above described premises, together with all privileges and appurtenances thereto and in any wise belonging, and all rights and covenants hereinabove granted, unto the said Grantee, its successors and assigns, for the full period of time heretofore set forth, and we hereby bind ourselves, our heirs and assigns executors and administrators, to warrant and forever defend all and singular the said premises, rights, privileges and covenants, unto the said Grantee, its successors and assigns, against any person whomsoever lawfully claiming the same or any part thereof.

Witness our signatures on this the 18 day of Sept 1923.

Charles Trolio
Vic Trolio
Walter Trolio, Trustees and
Executors
Charles Trolio
Vic Trolio
Rose Trolio
Rita Buckinani
Henry Trolio
John J. Trolio
Walter Trolio.