

VVV

Corrected deed executed by O. E. Castens and Lizzie M. Castens to William H. Coleman Company dated December 22nd, 1919, recorded in Deed Book #YYY, page 604.

Deed executed by O. E. Castens and Lizzie M. Castens to William H. Coleman Company dated Feb. 21, 1919, recorded in Deed Book #YYY, page 146.

Deed executed by O. E. Castens and Lizzie M. Castens to William H. Coleman Company dated April 10, 1919, recorded in Deed Book #YYY, page 205.

Three transfers to Chancery Clerk recorded as follows:-

1. On page #511 Book # B. E.
2. One page #413 Book # B. E.
3. One page #432 Book # B. E.

It is understood that we convey only such timber, rights and titles as conveyed to us in the above mentioned deeds and transfers.

It is further understood that R. E. Atwell and J. E. Cobb are to pay all taxes on the timber covered by above mentioned deeds and transfers for the year of 1923 and thereafter.

Witness our hands and seal on this the 8th day of August, 1923.

(\$1.00 revenue stamp attached & cancelled)

William H. Coleman Co.,
By- F. T. Smith Vice. Pres.
By, L. L. Curtiss, Sec.

State of Mississippi
County of Madison)

Before me, C. W. Hogsett a Notary Public in and for said State and County, duly commissioned, sworn and now acting, personally appeared F. T. Smith and L. L. Curtiss with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Vice Pres. and Secy., of the William H. Coleman Co., the within named bargainer and corporation, and that they as such Vice Pres. and Secy being authorized to do so, executed the foregoing deed for the purposes therein contained, by signing the name of the corporation by themselves as such.

In witness whereof, I have hereunto set my hand and official seal, at office, in said State and County, this the 8th day of August, 1923.

(SEAL) C. W. Hogsett, Notary Public.

David W. Yandell
Hazel J. Yandell
To/Deed
John B. Yandell
AND
John B. Yandell &
Helen S. Yandell
To/DEED
David W. Yandell

Filed for record the 17th day of Aug., 1923 at 4 o'clock P.M.

Recorded the 20th day of Aug., 1923.

D. C. McCool, Chancery Clerk
A. O. Sutherland, D. C.

Whereas David W. Yandell and John B. Yandell are owners, as tenants in common, of the lands hereinafter described, and are desirous of effecting a division among themselves of said lands;

Now therefore, in consideration of the premises, and for the further consideration of the stipulations and conditions hereinafter contained, and for the further consideration of the conveyance by David W. Yandell and his wife to John B. Yandell of the lands hereinafter described, we John B. Yandell and Helen S. Yandell, husband and wife, do hereby convey and warrant forever unto the said David W. Yandell the following described tract or parcel of land, lying and being situated in Madison County, State of Mississippi, towit:-

All of Section 26, Township 8, Range 2, East.

And we, David W. Yandell and Hazel J. Yandell, husband and wife, in consideration of the premises, and for the further consideration of the stipulations and conditions herein-after contained, and for the further consideration of the conveyance to David W. Yandell by John B. Yandell and his wife of the lands herein above described, do hereby convey and warrant forever unto the said John B. Yandell, the following described tracts or parcels of land, lying and being situated in the County of Madison, State of Mississippi, towit:-

E $\frac{1}{2}$ SW $\frac{1}{4}$ less 20 acres off the North end, and W $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 13; E $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 14; S $\frac{1}{2}$ and NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ Section 23; W $\frac{1}{2}$ Section 24; All in Township 8, Range 2, East.

This conveyance is made subject to a deed of trust to First Joint Stock Land Bank of New Orleans, La., for \$25,000.00 dated December 27th., 1922 and recorded in Book B.U. at page 239 in the Chancery Clerk's office of Madison County, Mississippi, which provides for payment in semi-annual installments on June 27th., and December 27th., of each year until paid one half of which indebtedness is assumed by each of the parties hereto. The payment on said deed of trust which matures on December 27th., 1923 shall be paid jointly by the said David W. Yandell and John B. Yandell in equal parts. Thereafter, all payments on said deed of trust which mature on the 27th., day of June in each year shall be paid by the said David W. Yandell, his heirs or assigns, and all payments thereon which mature on the 27th., day of December of each year shall be paid by the said John B. Yandell, his heirs or assigns. Except the two last payments which mature under the terms of said deed of trust, which said payments shall each be paid by the parties hereto, or their assigns, jointly, in equal parts. Should either of the parties hereto, his heirs or assigns, make default in any of the payments hereinprovided for, then, and in such event, the lands here conveyed to such party shall become and are hereby made primarily liable for all of the indebtedness secured by said deed of trust and shall be the first lands sold to satisfy said indebtedness. Should either of the parties hereto at any time desire to pay off and discharge the indebtedness secured by said deed of trust, the other party is hereby obligated and bound to pay off and discharge his pro rata part thereof, or take such steps as may be necessary for the party desiring to make said payment to obtain a release of the lands hereby conveyed to him from the operation of said deed of trust. And, on the failure of such party to make ~~xx~~ such payment, or effect such release, when required so to do, the lands of the party making such default shall become liable for all of the indebtedness secured by said deed of trust, which liability may be enforced by a suit in equity by the other party, his heirs or assigns.

All of the provisions, conditions and stipulations above set out with reference to the payment of the indebtedness secured by said deed of trust are hereby made covenants which shall run with the land herein conveyed and shall be enforceable by or against the parties, hereto, their heirs or assigns.