

The merchantable Hardwood timber is hereby released from the following described land W 2 NW 1/4 Sec 9 & 2 NE 1/4 Sec 8 & NW 1/4 NW 1/4 Sec 17 All in Township 11 Range 5 E & 2 NW 1/4 Sec 12 T 11 R 4 E - by Power of Attorney from W.S. Bell filed July 30, 1926 and recorded in Book C 11 Page 167 W. B. Jones Clerk

W. S. Bell  
To ~~Deed~~ **TIMBER DEED**  
C. F. Mansell

Filed for Record at 3 o'clock P. M., the 24 day of Feb 1926  
Recorded the 10 day of MCH 1926  
W. B. Jones Chancery Clerk  
By A. O. Sutherland D. C.

In Consideration of the sum of \$500.00, Five Hundred & No/100 DOLLARS, cash in hand paid me by C. F. Mansell the receipt of which is hereby acknowledged, and of the further sum of \$1500.00, Fifteen Hundred & No/100 DOLLARS, due me by him as is evidenced by his one promissory note of even date herewith, due and payable to my order, as follows, viz:

- One Note for \$ 1500.00 Due April 6th., 1926 after date.
- One Note for \$ Due after date.
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Each of said notes bearing interest after its respective maturity at the rate of six per cent. per annum, and ten per cent. attorney's fees, if placed in the hands of a lawyer for collection after maturity. I, W. S. BELL do hereby convey and warrant unto the said C. F. MANSSELL forever, the following described property real estate, lying and being situated in Madison County, State of Mississippi, to-wit:

for the periods stated in the deeds hereinafter referred to, to-wit:-  
All of that trees and timber conveyed to me by C. F. Mansell by deeds recorded in Book No. 1, on page 610 and Book No. 3, on page 284, reference to which deeds being had will more fully appear and the descriptions in said deeds are incorporated in this deed, the same as if copied herein.  
Said books are now in the Chancery Clerk's office for Madison County, Mississippi.  
Also all of the trees and timber conveyed to me by W. S. McWillie and wife, on the following described lands in said County, to-wit:- SEC. 5, T. 11, R. 5, R., for the period stated in said deed from McWillie to me.  
The said Mansell has recently inspected said timber and known just what has been cut off of same since I first purchased same. No timber or trees shall be cut or removed from said lands until the notes described above have been paid in full.  
The said Mansell has paid the taxes on the above property for the year 1925.

We, or our, or I or my assigns may become the purchaser or Purchasers at any sale made under this deed.

Should default be made in the payment of either of said promissory notes when due, then I or my assigns can in my or assigns' option, declare them all due and payable whether so by their terms or not, and sale then can be made of said property as hereinafter provided.

To secure the payment of said notes I and my assigns hereby retain a vendor's lien upon said property and the said Mansell by the acceptance of this deed intends to make and acknowledge a lien upon said property in the nature of a mortgage, with power of sale in me or my assigns, and I or my assigns may enforce said lien without recourse to the courts, if there shall be default in the payment of any of said promissory notes, by a sale of said property, before the south door of the Court House in Canton, Mississippi, at public auction, to the highest bidder, for cash, after having given 3 weeks' notice of the time and place of sale, by posting a written or printed notice thereof and by publication as is required for sale of land under deeds in trust at the Court House door in said County, and may convey the property so sold to the purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, I or my assigns, shall first pay the costs and expenses of executing said sale, and second, pay the indebtedness secured and intended to be secured by this deed to the owners thereof; and should any balance remain I or my assigns shall pay it over to the said Mansell or his assigns. The said Mansell is entitled to the rents and shall pay the taxes on said property for the year 1926.

WITNESS my signature and seal, this 6th day of February, A. D. 1926.  
W. S. BELL (Seal)

STATE OF MISSISSIPPI Florida  
Gadsden ss. Personally appeared before me W. S. BELL a Notary Public in and for said City of Quincy in said County, and State, W. S. BELL who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as his act and deed and for the purpose therein expressed.  
WITNESS my hand and official seal, this 13th day of February, A. D. 1926.  
L. D. McMillan, Notary Public, State of Florida at Large, My commission expires July 14, 1928  
(SEAL)  
( \$2.00 revenue stamp attached & cancelled )