

It is further agreed that should said Grantee or his assigns erect or put in operation a saw-mill upon the premises then the said Grantee will furnish the Grantors lumber suitable for farm purposes as may be required for repairs and building tenant-houses, etc., at a price of twelve (\$12.00) Dollars per thousand at the mill.

It is further agreed that the Grantors will furnish to the Grantees free of charge that certain house on the premises commonly known as the "Barham house" with the understanding that the Grantees will use and occupy said house with reasonable care and be responsible for all damages caused by fire during said occupancy and return said house to the Grantors in as good condition as it now is. Grantees have the right to erect at their own expense any building or buildings upon the premises which remain thereon and become the property of the Grantor at the expiration of this contract.

Witness our signatures on this the 17th day of March A.D. 1925.

In presence of, C. F. Pihlstrom  
R. E. Thomas

John Erickson

State of Minnesota)  
County of Marshall)

This day personally appeared before me, the undersigned officer, in and for the above county and state, the foregoing John Erickson, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein named and for the consideration therein expressed.

Given under my hand and official seal at office on this the 17th day of March, A. D. 1925.

(SEAL)

C. F. Pihlstrom,  
Notary Public, Marshall County,  
Minn.;  
My commission expires Jan. 20, 1926

For revenue stamps see deed recorded in Book  
THREE at page 563

Anna Peterson, Frans Peterson  
Gust A. Peterson, William Peterson  
Esther Peterson, Chas. E. Westberg  
To/TIMBER DEED

D. A. HICKS

M.C.O.Y

Filed for record the 11th day of  
May, 1925 at 11:25 A.M.  
Recorded the 13th day of May, 1925

W. B. Jones, Chancery Clerk  
A. O. Sutherland, D. C.

*here* For and in consideration of the sum of EIGHT THOUSAND (\$8000.00) Dollars paid to us cash in hand, we, the undersigned do hereby sell, convey and warrant to D. A. Hicks, ALL the timber standing or lying on the lands in Madison County, Mississippi and described as follows towit:-

W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and all of SW $\frac{1}{4}$  lying South East of the Canton-Jackson road as it now runs, and all of the W $\frac{1}{2}$  of W $\frac{1}{2}$  of SE $\frac{1}{4}$  South East of said road all in Section 12 (Twelve); All of Section Thirteen (13) West of Pearl River and the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  and the S $\frac{1}{2}$  of NE $\frac{1}{4}$  East of the Canton Road; and the SE $\frac{1}{4}$ , all in Section Fourteen (14); and Lot One (1) in Section Twenty Three (23) and Lot Two (2) in Section Twenty Four (24) all in Township Seven (7) of Range Two (2) East containing Thirteen Hundred and Twelve (1312) more or less according to the Government survey.

Subject to the following terms and conditions towit:-

The word "TIMBER" mentioned in this contract shall be construed to mean any and all trees, lying or standing on said lands, that will measure eight (8) inches and up at the stump.

The Grantors do by this instrument give and grant to the Grantees a period of five (5) years from the delivery of this instrument for the removal of said timber, and any timber not removed within the said period of five (5) shall revert to the Grantors.

The Grantors further agree that said Grantee or his assigns shall have the full right of ingress and egress to and from any and all of said timber with such wagons, teams men, machinery or any other equipment necessary to cut, haul or handle same as said Grantee may see fit; provided that this right of ingress and egress shall be exercised without unnecessary damage to the property and without interference with any crops or tenants of the Grantors.

It is further agreed that the Grantors will pay all lawful taxes assessed against the said land and that the Grantee will pay all lawful taxes assessed against the said timber during the term of this contract.

It is further agreed that should said Grantee or his assigns erect or put in operation a saw-mill upon the premises then the said Grantee will furnish the Grantors lumber suitable for farm purposes as may be required for repairs and building tenant-houses, etc., at a price of Twelve (\$12.00) Dollars per thousand at the mill.

It is further agreed that the Grantors will furnish to the Grantees free of charge that certain house on the premises commonly known as the "Barham house" with the understanding that the Grantees will use and occupy said house with reasonable care and be responsible for all damages caused by fire during such occupancy and return said house to the Grantors in as good condition as it now is. Grantees have the right to erect at their own expense any building or buildings upon the premises which remain thereon and become the property of the Grantor at the expiration of this contract.

Witness our signatures on this the 23rd day of February, A.D. 1925.

Witnesses: C. F. Pihlstrom  
Clarence B. Johnson  
G. Ehesln  
George Westberg

Anna Peterson Frans Peterson  
Gust A. Peterson, William Peterson  
Esther Peterson, Chas. E. Westberg

State of Minnesota  
(\$8.00 REVENUE STAMPS ATTACHED & CANCELLED)

State of Minnesota  
County of Marshall

This day personally appeared before me, the undersigned officer, in and for the above county and state, the foregoing Mrs Anna Peterson, Frans Peterson, Gust A. Peterson, and Esther Peterson, who acknowledged to me that they signed and delivered the above and foregoing instrument on the day and year therein named and for the consideration therein expressed.