

## Section 9

Lot No. 9, being all of Section lying West of the Choctaw Boundary Line, and  $\text{NE}_4^1$  of  $\text{NW}_4^1$  less 10 acres on East side, and  $\text{NW}_4^1$  of  $\text{NW}_4^1$  less 10 acres on West side, and 5 acres in NE corner of  $\text{SW}_4^1$  of  $\text{NW}_4^1$  and  $\text{E}_2^1$  of  $\text{SE}_4^1$  of  $\text{NW}_4^1$  less 5 acres on East end in Section 17; All lying and being in Township 9 North of Range 5 East.

Saving and reserving unto the said H. A. Walmsley and T. G. Walmsley his wife all of the timber on the following lands: That portion of the  $\text{NW}_4^1$  of  $\text{NE}_4^1$  and all that portion of the  $\text{NE}_4^1$  of  $\text{NW}_4^1$  lying inside of the pasture fence as same now runs, and also the timber on that portion of the  $\text{N}_2^1$  of  $\text{NW}_4^1$  lying North and East of a line commencing at the Northwest corner of the Section 8 and running in a Southeasterly direction to a pond located in said  $\text{N}_2^1$  of  $\text{NW}_4^1$ , said line having been marked and agreed upon by H. A. Walmsley for himself and C. V. Clarke and John Noseley for the said Pearl River Valley Lumber Company, all of said timber so reserved is located in Section 8, Township 9 North of Range 5 East.

For said above named consideration the right to enter on all of above described lands for the purpose of cutting and removing the timber herein conveyed is expressly granted and the said Pearl River Valley Lumber Company shall have the privilege of entering on said lands with logging railroads, wagon roads or any such other means as they desire and cut and remove the timber herein conveyed within three years from the date of this instrument; it being understood that any timber remaining uncut at the expiration of said three years reverts to the grantors herein.

For said above named consideration the grantors further agree that should the said Pearl River Valley Lumber Company in logging the timber herein conveyed through inadvertence or necessity cut or destroy any timber smaller than eight inches in diameter, measuring said diameter 12 inches from the ground, that the said Pearl River Valley Lumber Company shall not be required to pay for timber so cut or for other growth which may be damaged or destroyed by their said logging operation. The said Pearl River Valley Lumber Company agrees that in the cutting and removal of the timber herein conveyed that they will use diligence and caution so as not to destroy or injure a large amount of the small timber and other growth herein reserved.

The right is further granted unto the said Pearl River Valley Lumber Company to construct and maintain such temporary shacks, houses, barns and corrals as they may deem necessary to expedite the logging of the timber herein conveyed and they shall have the privilege of removing any building or buildings, fences or other improvements when they shall have completed the cutting and removing of the timber herein conveyed.

Rights of way for logging railroads and necessary spurs and sidetracks for the purpose of cutting and removing the timber herein conveyed and other timber adjacent thereto which the said Pearl River Valley Lumber Company may desire to cut is herein specifically granted.

For said above named consideration the right is hereby granted unto the said Pearl River Valley Lumber Company, that should at any future time they desire to purchase a permanent right of way for railroad purposes, over, through, upon and across, the following described lands, then the said Pearl River Valley Lumber Company shall have the right to purchase said right of way and pay for such right of way as they select at the rate of \$40.00 per acre, which lands are described as follows:

$\text{N}_2^1$  of  $\text{SW}_4^1$ ;  $\text{S}_2^1$  of  $\text{S}_2^1$  of  $\text{SW}_4^1$ ;  $\text{SE}_4^1$  of  $\text{NW}_4^1$ ;  $\text{E}_2^1$  of  $\text{NE}_4^1$  lying outside of field in Section 7, and  $\text{N}_2^1$  of  $\text{NW}_4^1$  and  $\text{NW}_4^1$  of  $\text{NE}_4^1$  Section 8, and  $\text{S}_2^1$  of  $\text{SW}_4^1$  and  $\text{S}_2^1$  of  $\text{SE}_4^1$  lying West of Choctaw Boundary Section 5, all in Township 9 North Range 5 East.

In the event the said Pearl River Valley Lumber Company at a future date desires to exercise its option and purchase said above described right of way and should the said H.A. Walmsley and T.G. Walmsley, or their assigns, refuse to execute and deliver unto the said Pearl River Valley Lumber Company a good and sufficient warranty deed conveying such right of way as they may select; then upon the payment to the said H.A. Walmsley and T.G. Walmsley or their assigns, the amount above specified, this deed shall then become a good and sufficient warranty deed conveying said right of way and no other instrument shall be necessary.

The said Pearl River Valley Lumber Company is to pay the taxes on said timber for the year 1922 and until cut or the expiration of this contract.

Witness our hands this the 18th day of Feb 1922.

H. A. Walmsley,  
T. G. Walmsley.

State of Mississippi)

County of Madison )

Personally came <sup>and acknowledged</sup> before me the undersigned authority in and for said county and State the above named H.A. Walmsley, his wife, who acknowledged that they executed, signed and delivered the above and foregoing instrument of writing on the day and date therein set forth and for the purposes therein mentioned as their act and deed.

Witness my hand and seal of office this 18 day of Feb. 1922.

(\$7.50 revenue stamp attached & cancelled) (SEAL) W. B. Whitney, Notary Public.  
(\$3.50 fee paid)

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