

For the above named consideration the grantors also convey to the said Pearl River Valley Lumber Company the right to erect such buildings and improvements as in their judgment they may deem necessary or desirable for the removal of the timber herein conveyed or any other timber which they may own, and the said Pearl River Valley Lumber Co., shall have the right to remove such buildings or improvements from said lands whenever they desire.

For said above consideration - - - - - also hereby convey and warrant unto the said Pearl River Valley Lumber Co. a railroad right of way 100 feet within parallel lines over, through, upon and across said lands, and also the right to construct such switches, spurs and side tracks as the said Pearl River Valley Lumber Company may elect. Said railroad right of way, switches, spurs and side tracks to be located at the will and pleasure of the Pearl River Valley Lumber Company.

Witness our hands this 20th day of February 1923.

C. J. Jones  
Minnie L. Jones.

50¢ revenue stamp attached and cancelled.

The State of Mississippi,  
Madison County.

Personally came and appeared before me, the undersigned authority, the above named C. J. Jones and Minnie L. Jones, his wife, who acknowledged that they signed, executed and delivered the foregoing instrument as their act and deed on the day and date therein set forth and for the purposes therein mentioned.

Witness my hand and seal of office this, the 20th day of February 1923.

S. G. Pitchford, M.B.S.

A.K. Foot,  
A.H. Cauthen,  
Jno. B. Howell.  
To/ W. D. & V.L.  
Geo E. Lundburg.

Filed for record on the 23rd day of Feb., 1923  
at 9:30 o'clock A.M.

Recorded on the 24th day of Feb., 1923.

D.C. McCool, Clerk  
By A.C. Sutherland, D.C.

WARRANTY DEED WITH VENDOR'S LIEN

PRIN. OF DEFERRED PAYMENTS \$140.00 INTEREST 6% EXEMPT.

IN CONSIDERATION of the sum of Seventy & 00/100 DOLLARS cash in hand paid us by George E. Lundburg, the receipt of which is hereby acknowledged, and of the further sum of One Hundred Forty & 00/100 Dollars, due us by said \_\_\_\_\_ as is evidenced by his two promissory notes of even date herewith, due and payable to us or order, as follows, viz:

One note for \$70.00 due six months after date.

One note for \$70.00 due twelve months after date.

each of said notes bearing interest after its respective date at the rate of 6% per annum, and 10 per cent, attorney's fee, if placed in the hands of a lawyer for collection after maturity, we John B. Howell, A.K. Foot, and A. H. Cauthen, do hereby convey and warrant unto the said George G. Lundburg, forever, the following described real estate, to-wit:

(7-8-9) Lots 70809- & 10 in Block 2 in "CENTER TERRACE", a residence section lying East of and partially within the city limits of the City of Canton, in Sections 19 and 20, Township 9, Range 3 East, Madison County, Mississippi. Same being the place formerly owned by John B. Howell, A.K. Foot, and A. H. Cauthen, and a plat of which was recorded in the Chancery Clerk's Office at Canton, Madison County, Mississippi, on the 2nd day of November 1921.

This deed is made by us and accepted by the vendee upon the following express conditions, limitations and restrictions, to-wit:

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

SECOND: To secure the payment of said notes we or our assigns hereby retain a vendor's lien upon said property, and the said grantee 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 us or our assigns, and we or our assigns may enforce said lien without recourse to the courts by a sale of said property, before the South Door of the Court House in Canton, Miss., at a public auction, to the highest bidder, for cash, after having given three weeks' notice of the time and place of sale, by posting a written or printed notice thereof at the South Door of the Court House in said County, and by publishing said notice for three consecutive weeks preceding said sale in a newspaper published in Madison County, Mississippi, and may convey the property as sold to the purchaser thereof by proper instruments of conveyance; and from the proceeds of said sale, we or our assigns shall first pay the costs and expenses of executing said sale, and secondly pay the indebtedness secured and intended to be secured by this deed to the owners thereof; and should any balance remain as or our assigns shall pay it over to the said grantee or his assigns.

*Accepted in free - Howell Foot & Cauthen 2/27/23*