

note has been paid in full.

The said Dealers Lumber Company, their successors or assigns, shall have the right, during the time they have the privilege of removing said timber, to erect on the above described lands, in the wooded portion thereof, a sawmill and structures necessary for the purpose of manufacturing and removing said timber, together with the right to remove said structures at any time within five years from said date.

To secure the payment of said note, I and my assigns hereby retain a vendor's lien upon said timber, and the said Dealers Lumber Company, by the acceptance of this deed, intends to make and acknowledge a lien upon said timber in the nature of a mortgage, with power of sale in me, or assigns, and I, or my assigns, may enforce said lien without recourse to the courts, if there shall be default in the payment of said promissory note, by a sale of said timber, before the South Door of the Court House in Canton, Mississippi, at public auction, to the highest bidder, for cash, after having given three weeks' notice of said sale by posting said notice 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 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 secondly 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 Dealers Lumber Company, their successors or assigns. The grantor or his assigns may purchase at the foreclosure sale in case of default.

The grantor shall pay any taxes assessed against the timber conveyed herein for the year 1929, and grantee shall pay the taxes for all succeeding years until the expiration of the five year period or until the timber is cut.

Witness my hand and seal, this the 1st day of May, 1929.

A. K. Foot, (Seal)

State of Mississippi)

County of Madison )

Personally appeared before me, the undersigned authority in and for said County and State, A. K. Foot, who acknowledged that he signed, sealed, and delivered the foregoing instrument on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, this the 9th day of May, 1929.

(SEAL)

Mrs P. B. Shackleford, Notary Public

✓✓✓

R. L. Culipher  
Nicie Culipher  
To/ W. D. to Timber  
Dealers Lumber Company, Inc.

Filed for record the 1st day of May, 1929 at 2:15 o'clock A.M.  
Recorded the 16th day of May, 1929.

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

F

For a valuable consideration moving to us, R. L. Culipher, and Nicie Culipher, husband and wife, cash in hand paid to us by the Dealers Lumber Company, Inc., the receipt of which is hereby acknowledged, we, R. L. CULIPHER AND NICIE CULIPHER, Husband and wife, do hereby CONVEY AND WARRANT UNTO THE DEALERS LUMBER COMPANY, INC., ALL PINE TIMBER eight inches and up at the stump at the time of cutting, standing, being or lying on the following described lands, lying, and being situated in the County of Madison and State of Mississippi, namely:-

Lots 3 and 4 East of the Choctaw Boundary Line, less 40 acres off North end of said lots, Section 17, Twp. 10, Range 5 East;

Lot 8, East of the Boundary line, Section 17, Twp. 10 Range 5 East;

20 acres off North end of Lots 5 and 6, East of boundary line, Section 17,

Twp. 10, Range 5 East; Being all North of road in said Sec. 17,

Lot 7, East of boundary line, Section 17, Twp. 10, Range 5 East;

$\frac{1}{2}$  of Lot 1 East of boundary line, Section 20, Twp. 10, Range 5 East;

$\frac{1}{2}$  NW $\frac{1}{4}$  Section 21, Twp. 10, Range 5 East;

Together with the right of ingress and egress to, from and over the above described lands for the purpose of cutting, riving, manufacturing and removing the said timber, for a period of five (5) years from the 11th day of April, 1929, at the expiration of which time all the rights, title and interest in said timber shall revert to the Grantors herein. It is hereby agreed however, that upon the payment of the sum of \$170.00 at the expiration of said five year period, the Grantees shall have one (1) year additional time in which to cut, manufacture and remove the said timber.

The said Grantees, or assigns shall have the right during the time it has the privilege of removing said timber, to erect on the above described lands, a saw-mill and other structures for man and beast, if necessary for the purpose of manufacturing and removing said timber; and said Grantee shall have the right of removing any buildings which Grantee may erect on said lands during said time.

Witness our signatures, this 11th day of April, 1929.

R. L. Culipher  
Nicie Culipher

State of Mississippi)

County of Madison )

Personally appeared before me, the undersigned officer, duly commissioner and qualified to take and certify acknowledgments in and for said County and State, the within named, R. L. Culipher and Nicie Culipher, husband and wife, who acknowledged that they signed, sealed, and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this 11th day of April, 1929.

J. M. Cobb, J.P.  
Justice of the Peace.

(NO SEAL)