

The said Mansells or their assigns shall have the right and privilege of entering on said lands at any time during the life of this contract with wagon road and with such machinery or devices as they may deem necessary for the purpose of cutting and removing the timber above conveyed, at any time or times within five years from August 21, 1922. No longer than five years in all shall be allowed in the cutting and removing of said timber and time is of the essence of this contract, so all timber, logs, lumber etc., remaining on said lands after the expiration of this contract shall revert to the Grantors herein or their assigns. It is agreed that no timber shall be cut off of the lands described herein until the two notes specified herein with accrued interest thereon have been paid. Grantess agree to repair all fences that may be broken down in removing said timber and they further agree that all tops and refuse from the cutting of said trees shall be the property of the Grantors and said Grantees agree not to sell any fire wood nor to use the said timber, except to saw and have same sawed into lumber. It is understood that the land described above is not conveyed by this deed, but only the timber & trees specified herein. For said consideration we also hereby bargain sell & deliver unto said grantees our Atlas sawmill with all tools, fixtures and appliances connected therewith, which have been pointed out to said Grantees and which may be moved to other sites on said lands at the option of Grantees. Said Mill and appliances connected thereto may be removed from said lands during the existence of this Contract. Grantees agree not to disturb farming operations on said lands unnecessarily.

If said Mansells or their assigns pay to us \$1800.00 by Jan. 1st., 1923, then we hereby agree to accept in full satisfaction of the two notes described herein.

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 we or our assigns can in our 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 we and our assigns hereby retain a vendor's lien upon said property and the said O. F. & C. F. Mansell by the acceptance of this deed intend to make and acknowledge a lien upon said property in the nature of a mortgage, with power of said in us or our assigns, and we or our 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 at the Court House door in said county, & by publication as is required by law as in case of sales of lands under D. T. and may convey the property so sold to the purchasers 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 second, pay the indebtedness secure and intended to be secured by this deed to the owners thereof; and should any balance remain we or our assigns shall pay it over to the said Mansells, or their assigns. The said Smith & Jones shall pay the taxes on said property for the year 1922.

WITNESS our signatures and seals, this 21st day of August A.D. 1922.

ATTEST:

R. H. Powell.

His  
Frank X S. Smith (SEAL)  
His Mark  
W.M. x Jones (SEAL)  
Mark

State of Mississippi,  
Madison County.

SS

Personally appeared before me, Robert H. Powell, a Notary Public of Canton, in and for said County and State, Frank S. Smith & W. M. Jones, unmarried, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as their act and deed and for the purpose therein expressed.

Witness my hand and official seal, this the 21st., day of August A.D. 1922.

(SEAL)

Robert, H. Powell, Notary public.

\$2.00 revenue stamp attached and cancelled.

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