

owned by Charles Bennett, deceased, in which the several interests of the parties stand as above stated. It is further ordered that the share of Paul Bennett be paid to him, as it appears that said sum will be less than \$200.00, and that said minor is now about twenty years of age and capable of attending to his own affairs.

It is further ordered that when the said commissioner has disbursed the proceeds of the sale in this cause in accordance with the terms of this decree, and has filed proper vouchers with the papers in this cause for the money so disbursed by him, that he be released from further accounting herein, and that he be finally discharged.

It is further ordered that only the Original Bill and the Amended and Supplemental Petition and all process, waivers, and Commissioner's report be made a matter of final record in this cause.

Ordered, adjudged and decreed this the 15th day of December, A.D. 1928.

V. J. Stricker, Chancellor.

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Paul M. Pace
To W.D.
A. K. Foot

Filed for record the 22nd day of Jan
1929 at 2:45 o'clock P.M.
Recorded the 23rd day of January 1929

W. B. Jones, Chancery Clerk
Cammie Parker, D.C.

For and in consideration of the sum of Seven Hundred Fifty (\$750.00) Dollars cash to me in hand paid by A. K. Foot, the receipt of which is hereby acknowledged, I, Paul M. Pace, convey and warrant unto the said A. K. Foot, his heirs and assigns, all the PINE TIMBER 8 inches and up in diameter at the stump, lying, being or standing upon the following described land, lying, and being situate in the County of Madison, State of Mississippi, to wit:-

$\text{SW} \frac{1}{4}$ $\text{NW} \frac{1}{4}$ and $\text{NE} \frac{1}{4}$ $\text{NW} \frac{1}{4}$ and $\text{NE} \frac{1}{4}$ Section 26;
 $\text{W} \frac{1}{2}$ $\text{NW} \frac{1}{4}$ and $\text{NW} \frac{1}{4}$ $\text{SW} \frac{1}{4}$ Section 25; All in Township 10, Range 4 east;

together with ingress and egress to, from, and over said lands for the purpose of cutting, manufacturing and removing said timber, for the period of three years from this date. Also the right during the period of said three years to erect sawmills and structures necessary for the manufacturing of said timber, with the privilege of removing same during said period. At the expiration of three years from this date, all the timber remaining on the land shall revert to the grantor, his heirs and assigns, free from all right, claim, or demand, of the grantee herein.

None of the above land is part of my homestead.

Witness my hand and seal this the 31st day of December, 1928.

Paul M. Pace

State of Mississippi
County of Madison
City of Canton

Personally appeared before me, the undersigned authority in and for said city, county and state, Paul M. Pace, who acknowledged that he signed, sealed, and delivered the foregoing instrument of writing on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, this the 1st day of January, 1929.

(SEAL) R.H. Shackleford, Notary Public

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A. K. Foot
To W.D. & V.L.
Dealers Lumber Company

Filed for record the 22nd day of Jan
1929 at 2:45 o'clock P.M.
Recorded the 23rd day of Jan 1929.

W. B. Jones, Chancery Clerk
Cammie Parker, D.C.

For and in consideration of a valuable consideration moving to me from Dealers Lumber Company, a corporation incorporated under the laws of the State of Mississippi, and having its domicile in Canton, Madison County, Mississippi, the receipt of which is hereby acknowledged; and the farther consideration of the execution and delivery to me by the said Dealers Lumber Company of their two promissory notes payable to me, and of even date herewith, the one being due April 20, 1929 and the other May 1, 1929, both bearing interest at the rate of 6% per annum after date until paid, and both payable at Canton Exchange Bank, Canton, Miss., I, A.K. Foot, CONVEY and WARRANT Unto the said Dealers Lumber Company, their successors and assigns, all the pine timber eight (8) inches and up in diameter at the stump, lying, being, or standing upon the following described land, lying and being situate in the County of Madison, State of Mississippi, to wit:-

$\text{SW} \frac{1}{4}$ $\text{NW} \frac{1}{4}$ and $\text{NE} \frac{1}{4}$ $\text{NW} \frac{1}{4}$ and $\text{NE} \frac{1}{4}$ Section 26;
 $\text{W} \frac{1}{2}$ $\text{NW} \frac{1}{4}$ and $\text{NW} \frac{1}{4}$ $\text{SW} \frac{1}{4}$ Section 25; ALL in Township 10 Range 4 East;

together with ingress and egress to, from, and over said lands for the purpose of cutting, manufacturing and removing said timber, for the period of three years from December 31, 1928. Also the right during the period of said three years to erect sawmills and structures necessary for the manufacturing of said timber, with the privilege of removing same during said period. At the expiration of three years from said date, all the timber remaining on the land shall revert to the grantor, his heirs, and assigns, free from all right, claim, or demand of the grantee herein. None of the foregoing timber shall be cut until the above described notes have been paid in full.

To secure the payment of said notes, 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 any of said promissory notes, by a sale of said timber, before the south door of the Court House in