

The above specific described lumber being all upon the lumber yard above described and saw mill site as of date June 28, 1923; together with all other lumber of whatever description now, this date situated upon the above described premises, owned by the said Fetterman Lumber & Mfg. Company; also all the logs upon the above described premises, together with all other lumber and all other logs owned by the said Lumber & Mfg. Company situated at Anding, Miss., and Cynthia, Miss., now at said stations for shipment to the said Lumber and Mfg. Company, together with all such property of like kind, towit: Lumber and logs as may be acquired by the said Lumber & Mfg. Company and delivered to the above localities herein above described for a period of twelve months from this date.

The purpose for which this bill of sale is given is to secure the above described consideration and any and all indebtedness which the Grantor, The Fetterman Lumber & Mfg. Company, may owe the beneficiary herein named, The Merchants Bank & Trust Company, during the said period of twelve months, the lien hereby granted to be a valid lien against all creditors of the grantor, The Fetterman Lumber and Mfg. Company.

It is expressly understood and agreed that the bill of sale is not to interfere with, or supersede, or impair in any shape or form any previous deeds of trust heretofore executed by the Fetterman Lumber & Mfg. Company, to the Merchants Bank & Trust Company, or any other kind of mortgage now in existence, but it is expressly understood and agreed that this is additional security given for the better securing of the said indebtedness now existing and to hereafter exist, during the said period of twelve months.

Witness the signature and corporate seal of the said Fetterman Lumber & Mfg. Company, this the 6th day of July 1923.

(SEAL)

Fetterman Lbr. & Mfg. Co.,
By J. L. Fetterman, President.

State of Mississippi
County of Hinds
City of Jackson

Personally appeared before the undersigned, in and for the said City county and state aforesaid, J. L. Fetterman, President of the Fetterman Lumber & Mfg. Company, who acknowledged that he signed, sealed and delivered the foregoing bill of sale, for The Fetterman Lumber & Mfg. Company, he being duly authorized in the premises so to do.

Witness my signature and seal of office this the 6th day of July 1923.

Harrington Wilzim,
Notary Public

(SEAL)

CHANCERY CLERK

A. H. Cauthen, Trustee
Ella Diamond,
Lugene Diamond
to/ DEED
Mrs. A. R. Cauthen

Filed for record on the 9th day of
July 1923 at 12 o'clock
Recorded on the 10th day of July
1923. D.C. McCool, Clerk
By A.O. Sutherland, D.C.

WHEREAS, on the 17th day of Jan. A. D. 1922, Ella Diamond Loyd and Eugene Diamond, executed to me, A. H. Cauthen, Trustee, a certain Deed of Trust, which is of record in Book A.V. page 541, in the Chancery Clerk's office of Madison County, Mississippi, to secure an indebtedness described therein to Mrs. A. R. Cauthen, and whereas all the indebtedness secured thereby was on the 14th day of June A.D. 1923, past due and unpaid, and whereas I was requested by the said Mrs. A. R. Cauthen, the legal owner of said indebtedness, to execute and enforce said trust by a sale of the property described in said Deed of Trust, and hereinafter described; and whereas I did write or have printed a notice of the sale of said property, and posted same upon the South Door of the Court House, in the City of Canton, County of Madison, State of Mississippi, on the 14th day of June A. D. 1923, and did cause said notice to be printed and published in the Madison County Herald, a newspaper published in the City of Canton, said County and State, for four (4) consecutive weeks, viz: In Issues of June 15th June 22nd., June 29th., & July 6th all in the year 1923, prior to date of said sale, as required by law, and the provisions of said Deed of Trust.

A copy of said notice is attached to this Deed and made a part hereof, to be recorded herewith, together with proof of said posting at the South door of the Court House, and publication in the Madison County Herald as aforesaid.

And whereas, on the 9th day of July A. D. 1923, in pursuance of said notice of sale and the provisions of said Deed of Trust, before the South Door of the Court House, in the City of Canton, Madison County, Mississippi, at the hour of 11:20 A.M. I did offer the property hereinafter described for sale, at public outcry, to the highest bidder, for cash, in the manner and form provided by law, and said Deed of Trust and notice, and Mrs. A. R. Cauthen, appeared and bid therefor the sum of Seventy three Dollars, each, which was the highest bid, and said property was knocked off to said Mrs. A. R. Cauthen, and he declared to be the purchaser thereof.

And whereas, the said Mrs. A. R. Cauthen, has paid the sum of Seventy three dollars, the amount of said bid, the receipt of which is hereby acknowledged, and whereas I have fully complied with the law and said Deed of Trust, both precedent and subsequent, and whereas I have credited the indebtedness secured by said Trust Deed with the said sum of Seventy three less ten per cent (10%) attorney's fees and costs of advertising, to-wit: \$17.50