

Given under my hand and official seal, this the 24 day of April, 1923.

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

John McMurtry
Sallie McMurtry
To/ Deed
O. F. Mansell

Filed for record on the 25th day of
April 1923 at 10:10 o'clock A.M.
Recorded on the 25th day of Apr. 1923.
D.C. McCool, Clerk
By A.O. Sutherland, D.C.

In consideration of \$1000.00, cash in hand paid us by O. F. Mansell, the receipt of which is hereby acknowledged, we, Tom McMurtry & Sallie McMurtry, husband and wife, do hereby bargain, sell and deliver and convey and warrant unto the said O. F. Mansell, only for the period hereinafter shown, all of the merchantable timber or trees now standing on or upon all that part of land lying, being and situated in Madison County, State of Mississippi and described as follows:

NW $\frac{1}{4}$ SW $\frac{1}{4}$
E $\frac{1}{2}$ SE $\frac{1}{4}$
E $\frac{1}{2}$ NE $\frac{1}{4}$
W $\frac{1}{2}$ NW $\frac{1}{4}$

Section 1,
Section 2,
Section 11,
Section 12,

all in township 10, Range 4, East.

The said Mansell or his assigns shall have the right and privilege of entering on said lands at any time during the life of this contract with wagon roads or with such means as he may desire, and with such machinery, appliances or devices as he may desire for the purpose of cutting and removing the merchantable trees or timber above conveyed, but it is understood and agreed that said Mansell or his assigns must cut and remove said merchantable trees or timber within five years from the date of this contract, and time is the essence of this contract, so all trees, 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 further agreed that the said Mansell or his assigns may use any of the above lands not now occupied by buildings, for mill sites, stacking yards and for their necessary equipment, and upon which the said Mansell or his assigns may erect such building as he may desire, and full power is hereby given to said Mansell or his assigns to remove said buildings, etc., during the existence of this contract, and it is also agreed that said Mansell or his assigns may bore wells to obtain water for man and beast and for use in the boilers; but Grantee or his assigns must not disturb farming operations on said lands unnecessarily, and said Grantee or his assigns shall put up suitable gaps wherever it is necessary to cut the wire fences around or on said lands.

The said Grantors shall pay the taxes on said timber for the year 1923, but after the year 1923 the said Grantee or his assigns shall pay the taxes on said timber.

It is distinctly understood that no lands are conveyed herein and only the merchantable trees or timber, which must be removed within five years from this date as set out above.

Witness our signatures this the 23rd., day of April 1923.

Tom McMurtry
Sallie McMurtry

State of Mississippi,
County of Madison,
City of Canton.

Personally appeared before me Robert H. Powell, a Notary Public of Canton in and for said City of said County and State, the within named Tom McMurtry and Sallie McMurtry, husband and wife, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned as their act and deed.

Given under my hand and official seal this the 25th day of April 1923.

(SEAL)

Robert H. Powell, Notary Public

\$1.00 revenue stamp attached and cancelled.
