

The said Mansell and Foot covenant and agree that they will cut and remove the marketable timber from the NE $\frac{1}{4}$  NE $\frac{1}{4}$  on or before the first day of November, 1924, in order that the said W.A.Cauthen, Jr., may have possession of said forty (40) acres for the purpose of preparing and placing same in cultivation. Likewise the said Mansell and Foot agree to cut and remove therefrom the marketable timber on the SE $\frac{1}{4}$  NE $\frac{1}{4}$  on or before November 1, 1925 in order that same may be placed in cultivation as aforesaid. Likewise the said Mansell and Foot agree to cut and remove the marketable timber on the N $\frac{1}{2}$  SE $\frac{1}{4}$  on or before November 1, 1926. They likewise agree to remove the marketable timber on the SW $\frac{1}{4}$  NE $\frac{1}{4}$  on or before November 1, 1927; and they agree to likewise remove the marketable timber on the NW $\frac{1}{4}$  NE $\frac{1}{4}$  on or before November 1, 1928. But as to the balance of the said timber, to-wit: the S $\frac{1}{2}$  SE $\frac{1}{4}$  and the NW $\frac{1}{4}$  of said Section 25, they shall have the period of seven years from the date of this deed to remove same.

Should the said Mansell and Foot, their heirs or assigns, fail to remove the timber on each particular forty acres within the aforesaid specified time, then the timber on such forty acres shall revert to W. A. Cauthen, Jr., his heirs or assigns, and at the expiration of seven years from this date, all right, title, and interest of the said Mansell, and Foot as to all of said timber shall cease and terminate and revert to the said W. A. Cauthen, Jr., his heirs, or assigns.

Time is the essence of this contract.

The said Mansell and Foot, their heirs, or assigns, shall have the privilege of erecting sawmills or machinery for the purpose of manufacturing said timber at various suitable and convenient places on said land included in the above description on which timber is now standing, provided, however, the same shall not interfere with the cultivation by the said Cauthen of the said land after the timber is removed and after the time specified above for the cutting of that particular tract on which the mill may be located.

It is understood and agreed that the pecan trees are not included in this conveyance, and it is also understood and agreed that the shade trees around the residence of the grantors and around their cabins are not included. The grantees, their heirs or assigns, agree to use reasonable diligence to avoid injuring or damaging any of the fences through or around grantors lands and if they should damage any of said fences, they agree to replace same at their own expense or reimburse grantors for such damage. Grantees, their heirs, or assigns, shall have the privilege of boring wells at convenient places on the timbered lands for the purpose of obtaining water for their men, stock, and boilers. Grantees shall have the privilege of removing any sheds or buildings erected for the purpose of manufacturing the said timber, within seven years from this date. Grantees, their heirs, or assigns, covenant and agree to use all reasonable care and diligence to avoid damaging any growing crops or cultivatable lands of the grantors, and should any damage occur to said crops or lands by reason of the negligence of grantors, their heirs, or assigns, said grantees shall be compensated in full for such damage.

Witness our hands and seals on this the 28th day of April 1923.

W. A. Cauthen, Jr.  
Lizzie Cauthen

(SEAL)  
(SEAL)

State of Mississippi,  
County of Madison.

CHANCERY CLERK

Personally appeared before me, H. Greenwaldt, Justice of the Peace in and for Beat Five of said County and State, W. A. Cauthen, Jr., and Lizzie Cauthen, Husband and Wife, who acknowledged that they signed, sealed, and delivered the foregoing instrument on the day and year therein mentioned, as their act and deed.

Given under my hand and official seal, this the 2nd day of May 1923.

(SEAL)

H. Greenwaldt, J.P.  
Justice of the Peace for Beat Five, Madison County,  
Mississippi.

Marginal notice  
Grantees pay on \$500.00 assessment of timber  
tax 1923 & all taxes on their timber for years  
1924-1930.

A.K. Foot  
W.A. Cauthen

\$1.00 revenue stamp attached and cancelled.

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E.L. Drummond  
N. W. Drummond  
To/DEED  
William Hamilton Jones

Filed for record the 5th day of May, 1923,  
at 2 o'clock P.M.  
Recorded the 5th day of May, 1923.  
D.C. McCool, Chancery Clerk  
Lillian Holfiday, D.C.

In consideration of the cancellation and delivery to us of the notes, given by us to R.E. Kennington and others, as the balance of the purchase price of the lands herein conveyed, which notes are now the property of William Hamilton Jones, we, E.L. Drummond and N.W. Drummond, hereby convey and warrant to the said William Hamilton Jones the following described property lying, and being situated in the County of Madison, State of Mississippi to-wit:-

Lots 25, 26, and 27 of the Richland Plantation, as made and subdivided by R.E. Kennington et als, and shown by the map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, reference to which plat or map is hereby expressly made as a part of the description of said lands.

Witness our signatures this, the 21st day of October, A.D., 1922.

State of Mississippi)  
County of Madison )

E. L. Drummond,  
N. W. Drummond.

Personally appeared before me, the undersigned authority, duly commissioned and qualified to take and certify acknowledgements in and for Dist. No. One, said County and State, the within named E.L. Drummond and N. M. Drummond, who acknowledged that they signed and