

dated June 1, 1917 and of record in Book W.W.W. on page 219 in the Chancery Clerk's office of said County, reference to which said deed is here made for a metes and bounds description of said 24 acres; said 24 acres being further described as situated in SE<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub> said Sec. 36, T. 10, R. 3 East and lying West of Stump Bridge Road and West and South of Moore's Bluff Road; Intending by the above description to convey the same land that was conveyed to me by Tip Ray, Trustee, by his deed dated Nov. 30, 1925.

It is distinctly understood that as a part of the consideration for this conveyance, the title to the oil, gas, or other minerals that may be situated in, under or upon the above described lands is reserved to the Grantor, J. Paul White, and his assigns forever, and is not here conveyed; and further, that the said J. Paul White reserves to himself the exclusive right for himself and his assigns to sell or lease the above described lands for oil, gas or other minerals as he may see fit and proper; and he and his grantees or assigns shall at any and all times have a right to go in and to, and upon said lands at any place they may think best for the purpose of drilling upon said lands for oil, gas or other minerals, situated therein or thereupon, upon payment to grantee or his assigns of such actual damages as may be sustained by so doing, and by reason of such entry.

It is further distinctly understood that the grantee and his assigns take the above described lands with the understanding that the Statute of Limitations shall never run against the grantor herein as to the oil, gas or other minerals situated in, upon or under said lands; and the right herein reserved to go upon said lands to drill for oil, gas or other minerals, as herein above set out, shall be a covenant running with the title to said lands.

Witness my signature this the 7th day of December, 1925.

J. Paul White

(\$1.50 revenue stamp attached & cancelled)

State of Mississippi)  
Madison County )

Personally appeared before the undersigned Notary Public within and for Dist. No. One, of said County, J. Paul White, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, as and for his act and deed.

Given under my hand and official seal this the 8th day of December, 1925.

R. E. Spivey, Jr.,  
Notary Public.

((Seal))

V ✓

Mrs Mary A. Williams  
To W. F. Browning  
Leila Browning

Filed for record the 3rd day of Dec.  
1925 at 10 o'clock A.M.  
Recorded the 14th day of Dec., 1925.

Prin. of Deferred Payments \$100. Int. 6%  
Exempt.

W. B. Jones, Chancery Clerk  
A. O. Sutherland, D. C.

In consideration of the sum of Forty 00/100 Dollars, cash in hand paid me by W. F. Browning and Leila Browning the receipt of which is hereby acknowledged, and of the further sum of One Hundred and Nine 00/100 Dollars due me by said W. F. BROWNING & LEILA BROWNING, as is evidenced in 2 promissory notes of even date herewith due and payable to me or order, as follows, viz:-

- One Principal Note for \$56.00 due Oct. 21st, 1926 after date
- One Principal Note for \$53.00 due Oct. 21st, 1927 after date

each of said notes bearing interest after its respective maturity at the rate of 6% per annum, and 10 per cent Attorney's fee, if placed in the hands of a lawyer for collection after maturity I, Mrs MARY A. WILLIAMS, widow of B. A. Williams, deceased do hereby convey and warrant unto the said W. F. & Leila Browning forever, the following described real estate lying and being situated in Madison County, State of Mississippi, to wit:-

20 acres off North end E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> and 20 acres off North end W<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> Section 32 Township 12 Range 5 East and intending to convey that same land conveyed to my husband during his lifetime (B.A. Williams) by William McWillie recorded in Book W.W. page 232

Should default be made in the payment of either of said promissory notes when due, then I or my assigns can in my or assign's 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, I and my assigns hereby retain a vendor's lien upon said property, and the said W. F. Browning, and Leila Browning by the acceptance of this deed intends to make and acknowledge a lien upon said property in the nature of a mortgage, with power of sale in me or my 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 property, before the South Door of the Court House in Canton, Mississippi, at public auction, to the highest bidder, for cash, after having given three week's notice thereof by advertising said sale for three consecutive weeks in some newspaper published in said County and by posting a written or printed notice thereof at the South Door of said Court House, and may convey the property so sold to the purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, I, or my assigns, shall first pay the costs and expenses of executing said sale, and secondly pay the indebtedness secured and intended to be secured by this deed to the owners thereof; and should any balance remain, I, or my assigns, shall pay it over to the said W.F. Browning and Leila Browning, or assigns.

*The notes herein discussed have been paid in full 1-5-1927 by Mrs Mary A. Williams*