

It is further ordered, adjudged and decreed that the Clerk shall make a final record of this cause, which shall consist of the original bill, the answer thereto and the cross bill of defendants and the answer to said cross bill, filed by defendants, proof of publication of notice to non-resident defendants and service of summons on the minor defendants in this cause, cost of this Court up to this date, including cost of final record here ordered made to be borne 1-6 by each of complainants, M. A. Chandler, J. C. Chandler, L. N. Woltz, Selma Overby and 1-6 by the heirs of T.C. Chandler, dec'd, and 1-6 by the defendants, the heirs at law of R.C. Chandler, dec'd, to be taxes as a lien in this proportion on their respective shares.

It is further ordered, adjudged and decreed, at request of complainants, that this case be retained by the Court as to their shares of said lands which they now hold as tenants in common, till the May Term of this Court for further order of this Court, but in all other respects this decree is final so,

Ordered, adjudged and decreed by the Court, this the 21st day of November, 1916.

O. B. Taylor, Chancellor.

John B. Yandell,
D.W. Yandell,
To/Timber Deed
E. W. Hutson,
N. T. Stuart

File for record the 19th day of Oct.,
1922 at 11:45 A.M.
Recorded the 19th day of Oct., 1922.
D. C. McCool, Chancery Clerk
A. O. Sutherland, D. C.

For and in consideration of the sum of Five Thousand Dollars, cash in hand paid us, receipt of which is hereby acknowledged, and for the further consideration of the conditions and stipulations hereinafter set out, we, John B. Yandell and David W. Yandell hereby convey and warrant unto E.W. Hutson and N.T. Stuart the following described property, lying and being situated in the County of Madison, State of Mississippi, towit:-

All standing oak timber, measuring 12 inches and over in diameter 1 foot above the ground; All standing hickory timber, measuring 10 inches and over in diameter 1 foot above the ground;

All standing gum timber, measuring 14 inches and over in diameter 1 foot above the ground; All standing poplar and ash timber, measuring 12 inches and over in diameter 1 foot above the ground;

All elm timber, measuring 12 inches and over in diameter 1 foot above the ground; and All standing sycamore timber, measuring 14 inches and over 1 foot above the ground; now situated and standing upon NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 14, and W $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 23, all in Twp. 8, Range 2, East.

It is distinctly understood and agreed that said timber shall be cut and removed from said premises within a period of two years from this date, and that all timber remaining thereon at the end of said period, whether cut or not, shall revert to and become the property of grantors.

Grantees are hereby given all proper rights of ingress and egress to and from said timber for the purpose of cutting and removing the same, but it is distinctly understood and agreed that said rights shall not extend beyond the roads now laid out and used across the lands owned by grantors, and that all hauling shall be confined to said roads and no new roads made without the consent of John B. Yandell, one of the grantors herein.

It is further understood and agreed that all timber upon said premises, except that particularly described above, is the property of grantors, and grantees agree and bind themselves to use due care and caution in cutting and removing the timber hereby conveyed to them that no unnecessary waste be committed on the other timber upon said lands. This provision particularly applies to Mulberry timber.

Grantors shall pay 7/12th., and grantees 5/12th., of the taxes on said timber, for the year 1922, and grantees shall pay all taxes on the same thereafter during the period of their ownership.

Witness our signatures this August 30th, 1922.

(\$.50 revenue stamp attached & cancelled)
State of Mississippi
Madison County
City of Canton ;

John B. Yandell,
D. W. Yandell
By, John B. Yandell

Personally appeared before me, the undersigned notary public in and for said City, County and State, the within named John B. Yandell, who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, as his individual act and deed, and as agent and attorney in fact for David W. Yandell.

Given under my hand and official seal at Canton, Miss., this August 30th, 1922.

(SEAL) D. C. McCool, Chancery Clerk
& Ex officio Notary Public
Lillian Holliday, D.C.
