

State of Alabama) know all men by these presents, that for
Shelby County I and in consideration of the sum of \$10000.
one thousand dollars, in cash in hand paid to the under-
signed R. F. Cox and James O. Holcomb by C. & J. Elliott,
a partnership, composed of J. W. Odermane & J. Elliott, and
the further considerations herein after mentioned, we, the said
R. F. Cox and his wife Claudio Cox and James O. Holcomb
and his wife Julia Holcomb, do hereby grant, bargain

sell and convey unto the said Eden & Elliott all of the merchantable timber measuring ten inches and above at the stump at the time of cutting on the following described lands lying and being situated in Shelly County, Arkansas to-wit:

The N^o 1 and the S^o 2 $\frac{1}{4}$, together aggregating 320 acres more or less in Section 86, Township 18, Range 1 West.

Do have and to hold unto the said Eden & Elliott heirs and assigns forever.

And we do for ourselves, our heirs, executors and administrators covenant with the said Eden & Elliott, their heirs and assigns that we are lawfully seized in fee simple of said lands and the timber thereon; that they are free from all encumbrances and we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Eden & Elliott, their heirs and assigns forever against the lawful claims of all persons.

It is further agreed by and between said parties that the considerations of \$1000.00 named above is the advanced payment upon the timber on said lands, and when said timber is cut and removed by said Eden & Elliott or their assigns, the said Cox and Holcomb are to be credited with the sum of \$1.50 per thousand feet until enough timber has been cut and removed to equal the \$1000.00 herein paid by Eden & Elliott to said Cox and Holcomb. And for all timber cut and removed by said Eden & Elliott from said lands after the said \$1000.00 has been covered as above mentioned, then the said Eden & Elliott shall pay to the said Cox and Holcomb on the 20th day of each month for timber cut during the preceding month at the rate of \$1.50 per thousand feet by Scribner's measure and Doyle's rule.

It is further understood and agreed that if the said Cox and Holcomb prefer to do so, they ^{shall} have the rights and privileges of cutting, hauling, and delivering the said timber from said lands to

The log road of the said Odens & Elliott or their agents, such deliveries of timber to be made in such quantities and at such times as may be directed by Odens & Elliott or agents; and for such merchantable timber so delivered the said Cox and Holcomb shall receive the sum of \$5.00 per thousand feet for stampage and delivery, Scribner's measure and Doyle's rule; on the 20th of each month for timber delivered during the previous month. It is further understood that the said Cox and Holcomb are not to receive any amount on account of said timber until the \$1000. or herein mentioned shall have been fully covered. It is also further agreed that the said Odens and Elliott, their agents and assigns, shall have full prospective rights on all timber upon said lands, and also shall have all necessary and proper rights of way upon and over said land for the railroads, dirt roads, tram roads, sheds and any and all structures and ways necessary or proper in and about the handling of said timber on said lands, which said lands are not and never have been the home steads of the grantors herein.

It is also understood and agreed that as soon as the above timber has been cut and removed by the said Odens & Elliott or agents, all rights and privileges shall revert back to the said R. F. Cox, and J. C. Holcomb.

In witness thereof we have hereunto set our hands and seals on this the 4th day of October 1911.

M. D. Chesser, N.P.

R. F. Cox (Seal)

Claudie Cox (Seal)

J. C. Holcomb (Seal)

Irla Holcomb (Seal)

State of Alabama,

M. D. Chesser, N. P.

Steebly County, I, W. L. Christian, a Notary Public, in and for said County and State, hereby certify that R. F. Cox and his wife Claudie Cox and James C. Holcombe and his wife Irla Holcomb, whose names are signed to the foregoing conveyance,

and who are known to me, acknowledged before
me on this day that, being informed of the
contents of the conveyance, they executed the
same voluntarily on the day the same date.

Given under my hand this the 4th day of Oct.
1911. — W. L. Christian Notary Public

W. L. Christian — W. D. Chesser.

Notary Public — N. P.

Mr. W. Chesser, N. P. attest for Holcomb & wife —

The State of Alabama, Shelby County.

I hereby certify that the within conveyance
was filed in this office for record 6th Oct. at
10 o'clock A.M. and recorded in 27 Record
504th page, and examined.

A. P. Langshore, Judge of Probate.

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