

THE STATE OF TEXAS  
COUNTY OF SABINE

THIS MORTGAGE, or deed of trust, entered into as of the 23rd, day of July A. D. 1921, by TEMPLE LUMBER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Texas, located and having its principal office in the town of Pineland, County of Sabine, State of Texas, party of the first part, hereinafter called "Mortgagor" unto E.J. Mantooth and Chester B. Collins of the town of Lufkin, County of Angelina, State of Texas, hereinafter called "Trustees" as Trustees for the benefit of Hiram Knox and Lillian M. Knox hereinafter called "Mortgagees" and those holding the obligations secured by this instrument.

WITNESSETH, that the mortgagor is indebted to Hiram Knox and Lillian M. Knox in the sum of SEVEN HUNDRED TWENTY SIX THOUSAND FOUR HUNDRED NINETEEN DOLLARS AND SEVENTY CENTS (\$726,419.70) as part of the purchase price for the hereinafter described property, as evidenced by notes of the Mortgagor payable to Hiram Knox and Lillian M. Knox, or their order. Said notes therefor being in number, denominations, amounts and maturities as follows:

Notes Numbered				Denominations	Total Amount	Maturities.
1	to	10 Inclusive.		\$100.00	\$1000.00	Aug. 23rd, 1921.
11	"	20	"	500.00	5000.00	" " "
21	"	24	"	1000.00	4000.00	" " "
25	"	34	"	100.00	1000.00	Sept. " "
35	"	42	"	500.00	4000.00	" " "
43	"	47	"	1000.00	5000.00	" " "
48	"	57	"	100.00	1000.00	Oct. " "
58	"	67	"	500.00	5000.00	" " "
68	"	71	"	1000.00	4000.00	" " "
72	"	81	"	100.00	1000.00	Nov. " "
82	"	89	"	500.00	4000.00	" " "
90	"	94	"	1000.00	5000.00	" " "
95	"	104	"	100.00	1000.00	Dec. " "
105	"	112	"	500.00	4000.00	" " "
113	"	117	"	1000.00	5000.00	" " "
118	"	137	"	100.00	2000.00	Jan. 23rd, 1922.
138	"	147	"	500.00	5000.00	" " "
148	"	150	"	1000.00	3000.00	" " "
151	"	175	"	100.00	2500.00	Feb. " "
176	"	182	"	500.00	3500.00	" " "
183	"	186	"	1000.00	4000.00	" " "
187	"	211	"	100.00	2500.00	Mch. " "
212	"	222	"	500.00	5500.00	" " "
223	"	224	"	1000.00	2000.00	" " "

- 2 -

Notes Numbered			Denominations	Total Amount	Maturities.
225	to	249-Inclusive.	\$100.00.	\$2500.00	April 23rd, 1922.
250	"	256.	500.00.	3500.00	" " "
257	"	260.	1000.00.	4000.00	" " "
261	"	285.	100.00.	2500.00	May " "
286	"	296.	500.00.	5500.00	" " "
297	"	298.	1000.00.	2000.00	" " "
299	"	323.	100.00.	2500.00	June " "
324	"	332.	500.00.	4500.00	" " "
333	"	335.	1000.00.	3000.00	" " "
336	"	360.	100.00.	2500.00	July " "
361	"	371.	500.00.	5500.00	" " "
372	"	373.	1000.00.	2000.00	" " "
374	"	398.	100.00.	2500.00	Aug. " "
399	"	407.	500.00.	4500.00	" " "
408	"	410.	1000.00.	3000.00	" " "
411	"	435.	100.00.	2500.00	Sept. " "
436	"	444.	500.00.	4500.00	" " "
445	"	447.	1000.00.	3000.00	" " "
448	"	472.	100.00.	2500.00	Oct. " "
473	"	481.	500.00.	4500.00	" " "
482	"	484.	1000.00.	3000.00	" " "
485	"	509.	100.00.	2500.00	Nov. " "
510	"	518.	500.00.	4500.00	" " "
519	"	521.	1000.00.	3000.00	" " "
522	"	546.	100.00.	2500.00	Dec. " "
547	"	555.	500.00.	4500.00	" " "
556	"	558.	1000.00.	3000.00	" " "
559	"	583.	100.00.	2500.00	Jan. 1923. " "
584	"	590.	500.00.	3500.00	" " "
591	"	594.	1000.00.	4000.00	" " "
595	"	619.	100.00.	2500.00	Feb. " "
620	"	626.	500.00.	3500.00	" " "
627	"	630.	1000.00.	4000.00	" " "
631	"	655.	100.00.	2500.00	March " "
656	"	662.	500.00.	3500.00	" " "
663	"	666.	1000.00.	4000.00	" " "
667	"	691.	100.00.	2500.00	April " "
692	"	698.	500.00.	3500.00	" " "
699	"	702.	1000.00.	4000.00	" " "
703	"	727.	100.00.	2500.00	May " "
728	"	734.	500.00.	3500.00	" " "
735	"	738.	1000.00.	4000.00	" " "
739	"	763.	100.00.	2500.00	June " "
764	"	768.	500.00.	2500.00	" " "
769	"	773.	1000.00.	5000.00	" " "
774	"	798.	100.00.	2500.00	July " "
799	"	803.	500.00.	2500.00	" " "
804	"	808.	1000.00.	5000.00	" " "
809	"	858.	100.00.	5000.00	Jan. 23rd, 1924. " "
859	"	874.	500.00.	8000.00	" " "
875	"	921.	1000.00.	47,000.00	" " "
922	"	971.	100.00.	5000.00	July " "
972	"	1003.	500.00.	16,000.00	" " "
1004	"	1042.	1000.00.	39,000.00	" " "
1043	"	1092.	100.00.	5000.00	Jan. 1925. " "
1093	"	1132.	500.00.	20,000.00	" " "
1133	"	1167.	1000.00.	35,000.00	" " "
1168	"	1217.	100.00.	5000.00	July " "
1218	"	1255.	500.00.	19,000.00	" " "
1256	"	1291.	1000.00.	36,000.00	" " "
1292	"	1316.	100.00.	2500.00	Jan. 1926. " "
1317	"	1343.	500.00.	13,500.00	" " "
1344	"	1402.	1000.00.	59,000.00	" " "

Notes Numbered.	Denominations.	Total Amount.	Maturities.
1403 to 1427 Inclusive	\$100.00.	\$2500.00	July 23rd, 1926.
1428 " 1454	500.00.	13,500.00	" " "
1455 " 1513	1000.00.	59,000.00	" " "
1514 " 1538	100.00.	2500.00	Jan. " 1927.
1539 " 1589	500.00.	25,500.00	" " "
1590 " 1596	1000.00.	7000.00	" " "
1597 " 1600	10,000.00.	40,000.00	" " "
1601 " 1604	5000.00.	20,000.00	July " "
1605	1419.70.	1419.70	" " "

And, all of said notes shall be in substantially the following from to-wit:

UNITED STATES OF AMERICA  
THE STATE OF TEXAS

No. \_\_\_\_\_

\$ \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

for value received, TEMPLE LUMBER COMPANY, a corporation created and existing under the laws of the State of Texas, with its principal office, and place of business at Pine-land, Sabine County, Texas, promises to pay to Hiram Knox and Lillian M. Knox, or order the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars and semi-annually to pay interest thereon, from the date hereof, until the payment of the principal hereof, at the rate of six per cent per annum, on the 23rd, day of January and the 23rd, day of July of each year, the interest thereon until maturity being payable upon presentation of this note to the bank where payable, so that interest payment may be credited on the back of same when paid, provided, however, that when a note falls due between the interest payment dates, all accrued interest on same, shall be paid at maturity of the note. Both principal and interest of this note are payable at South Texas Commercial National Bank in the City of Houston, Harris County, Texas.

This is one of a series of notes aggregating \$726,419.70 all of like date, tenor and effect, except some are of the denomination of \$100.00, \$500.00, \$1,000.00 \$5,000.00 and \$10,000.00 except number 1605 which is for the sum of \$1,419.70 all of which are issued under and the payment of all of which is equally secured by a mortgage or deed of trust dated July 23rd, 1921, duly authorized, executed and acknowledged and delivered by the maker hereof to E. J. Mantooth and Chester B. Collins, Trustees and recorded in Volume \_\_\_\_\_, pages \_\_\_\_\_ to \_\_\_\_\_ Deed of Trust Records of Sabine County, Texas, to which reference is here made for description of same.

For the description of the property hereby conveyed, the nature and extent of the security, the rights of the holders of the notes issued thereunder, and the terms upon which these notes are issued, reference is hereby made to said deed of trust with the same force and effect as if the provisions thereof were herein fully set forth.

- 4 -

This note at the maker's option, is subject to redemption on any interest payment date at par plus accrued interest, provided the maker shall, thirty days before said interest payment date, publish in the Houston Post, a newspaper of Houston, Texas, a notice of its intention to do so, stating the serial number, amounts and maturities of the note or notes it desires to anticipate and pay, which said notice shall be published once each week thereafter until the expiration of said thirty days, and after said notice shall have been published of the maker's intention to anticipate and pay said notes, as herein provided, the maker may deposit on the interest payment period in the South Texas Commercial National Bank of Houston, Texas, funds to pay off and discharge such note or notes, and all interest accrued thereon, and thereafter all interest on said note or notes shall cease, whether the same are presented for payment or not.

It is further provided that, if default is made in the payment of any of this series of notes, or any installment of interest thereon, and such default continues for a period of sixty (60) days, the holder of them, or any of them, may elect to mature all of said notes, and the same shall become immediately due and payable, and said notes may be collected by any of the methods provided in the deed of trust.

All past due interest on this note shall bear interest from its due date until paid at the rate of six per cent per annum.

It is further provided that, in the event this note is not paid when due and is placed in the hands of an attorney for collection or suit is brought on same, a reasonable attorney's fee shall be charged for collecting same.

IN WITNESS WHEREOF, this note has been executed by the maker, this the 23rd day of July A.D. 1921.

TEMPLE LUMBER COMPANY

By \_\_\_\_\_  
President.

Attest: \_\_\_\_\_  
Secretary.

AND, whereas, Mortgagor has, by resolution of its Board of Directors, authorized the making and issuing of all of the notes above described, together with this mortgage or deed of trust under a certificate and the seal of said Temple Lumber Company that such consent was so given, subscribed and acknowledged by said Company by its President and Secretary has been filed and recorded in the office of the County Clerk of Sabine and San Augustine Counties, State of Texas; and,



- 5 -

WHEREAS, at a meeting duly called for that purpose this mortgage and deed of trust was submitted to the Board of Directors of the Temple Lumber Company, and it was then and there duly resolved that this mortgage or deed of trust be executed by the President of said Temple Lumber Company in its name and on its behalf, and that the corporate seal of said Company be hereunto affixed and attested by the Secretary, and that this mortgage and deed of trust be duly delivered on behalf of said Company to E.J. Mantooth and Chester B. Collins, Trustees herein named; and,

WHEREAS, all things have been done which are necessary to make said notes the valid and negotiable obligations of the mortgagor, and this instrument a valid first mortgage on the property herein described to secure the payment thereof, except the property described in a mortgage executed by Knox Lumber Company to Continental and Commercial Trust and Savings Bank and Calvin Fentress as Trustees, all of the city of Chicago, County of Cook, and State of Illinois, which said mortgage is recorded in Sabine County, Texas, in Deed of Trust records Volume 5 pages 598 to 629 inclusive, and which is hereinafter referred to as "First Mortgage" as to which property described in said "First Mortgage" this is to be a second mortgage.

NOW, therefore, in consideration of the premises and the sum of Ten Dollars, the receipt of which is hereby acknowledged, and for the purpose of securing the full payment and discharge of all the notes hereinbefore described, with interest as hereinafter provided, and the performance of the covenants and conditions hereinafter contained, the Mortgagor hereby grants, bargains, sells, transfers, assigns and conveys unto the said E. J. Mantooth and Chester B. Collins as Trustees, their successors, and assigns, with all right of substitution and with full subrogation to all warranties or rights in action against any previous vendors or holders or other persons, the following described property located in Sabine and San Augustine Counties, State of Texas, to wit:

Lands in Sabine County Texas conveyed in fee and it is understood that where land or timber herein is referred to as being in Sabine County, is meant Sabine County, in the State of Texas and where land or timber herein is referred to as being in San Augustine County is meant San Augustine County in the State of Texas.

Tract No.1: 191.1 acres of the R. H. Travis Survey in Sabine County, described as follows: Beginning at the S.E. cor. of said Travis Survey, stake in Walker's W.B. line, a S.G. 7" brs. N. 86 E. 7 vrs. and a S.G. 8" brs. N. 54-1/2 W. 8.9 vrs. Thence with Travis S.B. line S. 76 W. 377 vrs. cor. of R. H. Travis Survey, a pine 14" brs. S. 79 E. 12 vrs. and S.G. 18" brs. S. 32-3/4 E. 16.3 vrs and Maple 8" brs. S. 49 E. 9-1/2 vrs. Thence with Travis Line S. 28-3/4 W. 249 vrs. stake for cor. a beech brs. N. 60-1/2 W. 7.3 vrs. and a beech brs. S. 79-1/4 W. 6.3 vrs. Thence N. 54-1/2 W. at 895 vrs. stake from which a white oak 18" brs. N. 65 W. 9 vrs. Thence N. 12-1/4 E. at 776 vrs. stake from which a beech brs. N. 15-1/2 W. 5 vrs, an oak brs. N. 82 E. 5.2 vrs. Thence N. 86-1/4 E. 765 vrs. stake in Travis E.B. line and Walker's W.B. line, being N.W. cor. of Walker portion of mill site. Thence with Walker's W.B. line and Travis E.B. line S. 16 E. 1060 vrs. to the beginning.

Tract No. 2: 275.3 acres of the Joseph Walker Survey in Sabine County, described as follows: Beginning at stake in Walker's W.B. line N. 16 W. 2162 vrs. from his S.W. cor. stake, a pine 6" brs. S. 49-1/2 W. 12 vrs. and a sweet gum 12" brs. N. 51 E. 21.7 vrs. Thence N. 86-1/4 E. 50 feet from fence line at 1111 vrs. stake 100 feet from center of L.H. & G.R.R. Co., from which a sweet gum brs. N. 71 E. 6 vrs. and a pine S. 84-3/4 E. 5.3 vrs. Thence S. 17-3/4 W. with right of way 119 vrs. stake for cor. Thence N. 86-1/4 E. 458 vrs. stake on S. side of Bronson to Hemphill road from which a pine stump brs. S. 8-1/2 W. 4.8 vrs. and a pine stump brs. N. 88-1/2 W. 8 vrs. Thence with said road S. 22-3/4 E. 90 vrs; S. 35-3/4 E. 84 vrs; S. 45-1/4 E. 313 vrs; S. 10 E. 69 vrs, to intersection with road from Hemphill to Pineland. Thence with said road S. 89 W. 293 vrs. stake on W. bank of branch at E.D. Watson's S.E. cor. Thence with branch S. 47-1/2 W. 52 vrs; S. 12-1/4 E. 72 vrs; S. 85-3/4 W. 24 vrs; S. 5-1/2 E. 27 vrs; S. 41-1/4 W. 64 vrs; S. 7 E. 113 vrs; N. 72-3/4 E. 47 vrs; S. 13-3/4 W. 34 vrs. stake in old road Hemphill to Jasper, from which a beech brs. N. 4 W. 4 vrs, a pin oak brs. S. 36-1/2 E. 2.8 vrs. Thence with said road S. 64 W. at 1280 vrs. stake in Walker's W.B. line, a post oak brs. N. 33 W. 1.9 vrs. a S.G. brs. S. 70 W. 6-1/2 vrs. Thence with Walker's W.B. line N. 16 W. 1382 vrs. to the place of beginning.

Excepting however, out of the above, 2 acres sold to E.D. Watson, January,

5th 1920, by deed recorded in Vol. "20" page 60, also 2 acres conveyed by John H. Brooks to J. B. Forse, May 13th, 1907, by deed recorded in Vol "X" page 512, known as the W. R. Davidson home place.

Tract No.3: Being 552.4 acres of T.& N.O. Ry. Co Section No.11, Patent No.101, Abstract No.309, Certificate No.574, in Sabine County, Texas, described as follows: Beginning at a stake for corner which is located 140 vrs. N. 88 E. from the N.W. corner of said Section No.11, a hickory 5 ins. brs. N.52 E. 5.1 vrs. and a pine 18 ins. brs. N.78 E. 4.2 vrs. Thence S. 26 E. at 315 vrs. stake for corner, a post oak 10 ins. brs. S. 68 E. 10.3 vrs, a sweet gum 16 ins. brs. N.6-1/2 E. 11.6 vrs. Thence S. 18 W. at 186 vrs. stake for corner from which a sweet gum 16 Ins. brs S.89 W. 2.8 vrs, a sweet gum 14 Ins. brs. S.59 E. 11 vrs. Thence S. 16 E. at 362 vrs. stake for corner red oak 16 Ins. brs. N. 68-1/2 E. 6.2 vrs., a sweet gum 12 Ins. brs. N.86 W. 12.9 vrs. Thence N. 73 E. at 131 vrs. stake for corner on bank of creek, from which a beech 18 Ins. brs. S. 12 E. 2.6 vrs. and a hickory 14 Ins. brs. N. 83-1/2 W.11.3 vrs. Thence down said creek with it's meanders S.21 E. 73 vrs; S. 28 W. 74 vrs; S. 61-1/2 W. 75 vrs, stake on east bank of branch from which a beech 16 Ins. brs. S. 38 W. 4.2 vrs, and a red oak 18 Ins, brs. N. 38 E. 3.4 vrs. Thence S. 9-1/2 W. at 350 vrs. crossed creek at 644 vrs. stake for corner from which a pin oak 8 Ins. brs. S. 54 W. 3.7 vrs, and a pin oak 4 Ins. brs. S. 85 E. 2.3 vrs. Thence S. 77 W. at 178 vrs. stake on side of tram road from which a red oak 4 Ins. brs. N. 33-1/2 E. 1.4 vrs. and an ash 3 Ins. brs. S. 10 W. 1.9 vrs. Thence S. 25 E. with tram road 120 vrs; S. 37-1/2 E. 198 vrs, stake in S.B. line of T. & N. O. Ry. Co. Section No.11, a black gum 8 Ins. brs. N. 34 W. 5.9 vrs. and a beech 13 Ins. brs N.26-1/2 E. 12 vrs. Thence with the S. B. line of section No.11, 1669 vrs. to it's S.E. corner, stake a sweet gum brs. S. 55 W. 4 vrs. and a post oak 10 Ins, S. 25 W. 5 vrs. Thence N. 1901-8/10 vrs to corner

being the N. E. corner of said survey, stake from which a dog wood  
brs. N. 42 E. 3 vrs. and a post oak 6 Ins. N. 81 E. 6 vrs. Thence  
W. 1761 vrs. to the place of beginning.

Tract No. 4: 86 acres, being the W. L. Smith Survey, Abstract  
No. 348, patented to John P. Smith, Assignee, by Patent dated January  
12th, 1894, recorded in Vol. "L" page 361, Deed Records, Sabine County,  
Texas, situated in Sabine County, Texas.

Tract No. 5: 640 acres situated in Sabine County, Texas, and being  
all of T. & N.O. Ry. Co. Section No.9, Abstract No.207, Certificate  
No.570, patented by the State of Texas to the T. & N. O. Ry. Co.,  
March 31st, 1891, by Patent recorded in Vol. "19" page 152, et seq.,  
Deed Records, Sabine County, Texas.

Tract No. 6: 13 acres of the M. J. Brown Pre-emption Survey, conveyed  
to W. H. Knox by V. H. Vickers and wife, by deed dated January 5th, 1901,  
recorded in Vol. "11" page 243, and being situated in Sabine County,  
Texas, and described as follows: Beginning at the S. E. corner  
of said M. J. Brown Pre-emption Survey. Thence N. 12 W. 268 vrs.  
to the S. E. corner of a 35 acre survey sold to Lewis Hamilton.  
Thence S. 78 W. 287 vrs. to the S. W. corner of said 35 acres.  
Thence S. 12 E. 268 vrs. to corner of S. line of said Brown Survey  
stake. Thence N. 78 E. 287 vrs. to the place of beginning.

Tract No. 7: Being 792-1/2 acres of land in Sabine County, and being  
a part of the G. L. Bourland League described as follows:

Beginning at the N. W. corner of the G. L. Bourland League from  
which a pine 10 Ins. brs. S. 35 E. vrs. Do. 16 Ins. brs. S. 8 vrs.  
Thence S. 26 1/2 E. 2660 vrs. to a beech 10 Ins. Marked "X" on S. bank of  
Housen Bayou for the S. W. corner of the N. half of the Bourland league.

Thence N.  $69\frac{3}{4}$  E. 1485 vrs. to the S. E. corner of this tract, a stake in front of Tillman McDaniel's front yard gate from which a chinquapin 20 Ins. brs. S.  $74\frac{1}{2}$  W.  $12\frac{3}{5}$  vrs. said stake being  $53\frac{1}{2}$  vrs. N. 70 E. from Hemphill road. Thence N. 15 W. 1363 $\frac{1}{2}$  vrs. to a pine knot for the N. W. corner of Lot No. 5 from which a pine 14 Ins. brs. N. 2 E.  $3\frac{3}{5}$  vrs. and a red oak 24 Ins. brs N.87 W.  $11\frac{2}{5}$  vrs. Thence N. 20 W. 700 vrs. to a pine 6 Ins. Marked "H", the N. W. corner of Lot No. 6, from which a white oak 12 Ins. brs. N.E.  $2\frac{2}{5}$  vrs. Thence N. 50 W. 359 vrs. to a pine 10 Ins. to corner marked "W" from which a post oak 12 Ins. brs. S. 50 E.  $4\frac{3}{5}$  vrs Do. 16 Ins. brs. N. 3 E.  $4\frac{4}{5}$  vrs. Thence N. 20 W. 273 vrs, to a pine knot in the S. line of W. T. Parmer Survey from which a sweet gum 14 Ins. brs. S.  $6\frac{1}{2}$  W.  $1\frac{2}{5}$  vrs. and a pine 10 Ins. brs. N.  $84\frac{1}{2}$  E. 4 vrs. Thence S. 70 W. 1500 vrs. pass a pine knot, the S. W. corner of the Parmer Survey, at 1729 vrs. the place of beginning, containing 793.5 acres, excepting out of the above described tract one acre deeded to the public school, leaving  $792\frac{1}{2}$  acres herein conveyed,

Tract No.8: 25 acres in Sabine County, Texas, a part of the Jesse Low Survey, Abstract No. 147, Certificate No.206, Patent No.82, conveyed by A. Gilmer to W. H. Knox by deed dated July 28th, 1900, recorded in Vol. "M" page 435, Deed Records, Sabine County, Texas.

Tract No. 9: 15 acres of the J.R. Peddy Pre-emption in Sabine County, Texas, abstract No.344, Patent No. 479, conveyed by W. F. Goodrich to W. H. Knox by deed dated March 14th, 1912, recorded in Vol. "5" page 159, Deed Records, Sabine County, Texas, described as follows:

Being an undivided one half of the following described tract:  
Beginning at the N. W. corner of the G. L. Bourland League. Thence along Bourland's line to William Farmer's S.W. corner. Thence along Farmer's W. B. Line to a point far enough that by running a line so as to include the improvements on the J. R. Peddy Pre-emption Survey to the W. Boundary line of the said Pre-emption survey and to the E. boundary line of the Jesse Low Survey, and to the place of beginning will include 30 acres of land.

Tract No. 10: 299-1/10 acres of T. & N.O. Ry. Co. Section No.12, Abstract No. 381, situated in Sabine County, Texas, in three tracts described as follows: (A) Beginning at stake in the N. line of T. & N.O. Ry. Co., Section No.12, 600 vrs. N. 89 E. from the N.W. corner of said Section No.12, from which a red oak 4 Ins. brs. N. 5 W. 4 vrs. and a dog wood 4 Ins. brs. S. 81-3/4 W. 6.9 vrs. Thence S. 1 E. 109 vrs. stake for corner from which a hickory 12 Ins. brs. N. 66-3/4 W. 1 1/2 vrs. and a pine 4 Ins. brs. S. 23 1/2 E. 4.9 vrs. Thence N. 89 E. 264 vrs. stake for corner from which an iron wood 3 inches marked "X" brs. S. 6 1/2 E. 4.2 vrs. marked a hickory 10 Ins. brs. N. 26 E. 8 Vrs. Thence N. 1 W. at 109 vrs. stake in N. B. line of Section No. 12, from which a dog wood 6 Ins. brs. S. 62-1/4 W. 5 vrs. a pine 7 Ins. brs. S. 40 E. 6.4 vrs. and a sweet gum 18 Ins. brs. N. 12-1/4 W. 13.2 vrs. Thence S. 89 W. along the S. line of Section 13, 264 vrs. to the place of beginning. (B) Beginning at a stake on the W. bank of Bull Creek on the N. line of Section No.12, from which a beech 20 Ins. Marked "X" brs. S. 42 1/2 E. 3.2 vrs. and a beech 8 Ins. brs. N. 51-1/4 E. 3 vrs. This corner is S. 89 W. 228 vrs. from the N. E. cor. of Section 12, and the S. E. cor. of Section 13. Thence down said creek as follows: S. 8-1/4 E. 47 vrs;



S.  $76\frac{1}{4}$  W. 74 vrs; S.  $3\frac{1}{2}$  W. at 25 vrs. mouth of a branch on W. side of creek. Thence S.  $53\frac{1}{4}$  W. at 304 vrs, stake for cor. marked a hickory 15 Ins. brs. S.  $49\frac{1}{2}$  W. 8.6 vrs. and a black haw 3 Ins. brs. S.  $86\frac{3}{4}$  E. 2.3 vrs. Thence S. 80 E. at 201 vrs. stake for cor. from which a black gum 12 Ins. brs.  $\frac{N.}{65\frac{1}{2}}$  E. 9.6 vrs. a sweet gum 5 Ins. brs. S.  $79\frac{1}{4}$  W. 3.7 vrs. Thence S. 1 E. at 290 vrs. stake for cor. a red oak marked "X" brs N.  $35\frac{3}{4}$  W. 10.8 vrs. a post oak 4 Ins. brs. S.  $22\frac{3}{4}$  E. 2.2 vrs. Thence S. 89 W. at 211 vrs. stake for corner from which a pine 8 Ins. brs. S.  $43\frac{3}{4}$  W. 7.3 vrs. a sweet gum 5 Ins. brs. S. 18 W. 9 vrs. Thence S. 32 E. 182 vrs. stake for corner from which a sweet gum 4 Ins. brs. No.  $6\frac{1}{2}$  W. 1 vara and a white oak 8 Ins. brs N. 79 W.  $4\frac{3}{10}$  vrs. Thence N.  $84\frac{1}{4}$  E. at 212 vrs. set stake for corner from which a hickory 10 Ins. brs. S.  $57\frac{1}{2}$  E. 4 vrs. and a sweet gum 6 Ins. brs. N.  $73\frac{3}{4}$  E. 7. 7 vrs. Thence N. 19 E. at 79 vrs. cross creek, at 131 creek again, at 204 creek again, at 218 creek again, at 335 creek again, at 364 vrs. creek again, at 397 vrs. creek again, at 416 vrs. creek again, at 438 vrs. creek again, at 500 vrs. stake for corner, from which a sweet gum 6 Ins. brs. N.  $1\frac{1}{2}$  degree W. 3. 4 vrs. and an iron wood 3 Ins. brs. S.  $63\frac{1}{4}$  W. 3. 7 vrs. Thence N.  $33\frac{1}{2}$  W. at 55 vrs. creek, at 82 vrs. creek again, at 208 vrs, stake for cor. from which a maple 7 Ins. brs. N.  $22\frac{1}{4}$  E. 7. 7 vrs. and a pine 6 Ins. brs.  $865\frac{3}{4}$  W. 5.8 vrs. Thence N.  $23\frac{1}{2}$  W. at 102 vrs. stake on the west bank of Bull Creek, the place of beginning.

(c) Beginning at a stake for corner on the N. bank of Bull Creek at a point 293 vrs. N. 89 E. from the S. W. corner of T. & N.O.Ry.Co., Section No.11, from which a holly 5 Ins. brs. S. 33 W. 1.3 vrs.

and an iron wood 3 Ins. brs. S. 54 E. 8/10 vrs. Thence down Bull Creek with it's meanders as follows: S. 14 W. 81 vrs; S. 21 E. 91 vrs; N. 61-3/4 E. 56 vrs; S. 49-1/2 E. 85 vrs; S. 18-1/2 W. 35 vrs; S. 1/2 E. 65 Vrs; S. 31-1/4 W. 87 vrs; S. 7-1/2 W. 47 vrs; S. 23 W. 109 vrs; S. 63-1/4 W. 60 vrs; S. 38 W. 47 vrs; N. 83-1/4 E. 96 vrs, stake on E. bank of Creek, marked a beech 26 Ins. brs N. 20-1/4 E. 6.5 vrs, and a dog wood 3 Ins. brs. S. 67 E. 7.6 vrs. Thence S. 35-3/4 W. at 276 vrs. stake for corner a sweet gum 8 Ins. brs N. 59-3/4 W. 1-1/2 vrs. and a post oak 6 Ins. brs. S. 59-1/4 W. 4. 7 vrs. Thence S. 23-3/4 E. at 148 vrs. stake for corner in N. B. lone of the O. P. Bourland Survey from which a white oak 8 Ins.brs N. 6-3/4 W. 8.3 vrs. and a sweet gum 3 Ins. brs. N. 42-1/2 E. 5.8 vrs. Thence N. 67 E. with the N. line of the O. P. Bourland Survey 1609 vrs. to stake for corner., Thence S. 21 E. on the O. P. Bourland line 720 vrs. to the corner of the T. & N. O. Ry.Co. Section No.9. Thence E. on the N. line of Section No.9, 597 vrs.to stake for corner. Thence N. with the W. B. line of Section No.9, 963 vrs. to corner, same being a corner of Section No. 9. Thence W. at 689 Vrs. passed the S. E. corner of Section No.11, T.& N.O. Ry. Co. at 2297 vrs. the place of beginning.

Trsct No. 11: Being the William Palmer Survey in Sabine County, Texas containing 648 acres, patented to William Palmer, assignee of Thomas Toby, Abstract No.200, Patent No. 175, patented by the State of Texas to William Palmer by patent dated April 30th, 1859, recorded in Vol. "A" page 151, Deed Records, Sabine County, Texas.

Tract No. 12: Being 64.1 acres of the T. B. Watson Pre-emption Survey in Sabine County, Texas, Abstract No. 281, Patent No.397, said 64.1 acres being described as follows: Beginning at the S.W. corner of said T. B. Watson Survey, stake from which a pine marked "X" brs. S. 66 W. 6/10 Vrs. Thence with said Watson's S. B. line N. 77 E. at 107 vrs. road from Sabinetown to Hemphill,

at 322 vrs. stake in said road from which a pine 5 Ins. brs N. 21 W. 6.1 vrs. and a pine 4 Ins. brs N. 66 deg. 30' W. 6.1 vrs. Thence with the E. B. line of old cutting N. 4 deg. 45' W. at 656 vrs. crossed a branch at 980 vrs, stake in N. B. line of said Survey, from which a sweet gum 20 Ins. brs. N. 73-1/2 E. 3.2 vrs. and a sweet-gum 12 Ins. brs. S. 79-1/2 W. 3.8 vrs. Thence with said line S. 77 W. at 462 vrs. T. B. Watson's N. W. corner. Thence with T. B. Watson's W. B. line S. 13 E. 310 vrs. stake at fence line, from which a beech 8 Ins. brs. S. 82-1/2 E. 2.6 vrs. and a pine 8 Ins. brs. N. 35-1/2 W. 1.6 vrs. Thence with fence line S. 84-3/4 E. at 80 vrs. stake from which an iron wood 6 Ins. brs. N. 60-1/4 E. and a white oak 8 Ins. brs. N. 76-1/2 W. 8.2 vrs. Thence S. 2-1/4 W. 221 vrs. stake from which a pine 8 Ins. brs. N. 12 W. 5.5 vrs. and a pine 8 Ins. brs. N. 35 E. 5. 4 vrs. Thence S. 51-3/4 E. at 80 vrs. stake from which a horn beam 6 Ins. brs. S. 54-1/4 E. 17.9 vrs. and a horn beam 5 Ins. brs. N. 40-1/4 W. 13.3 vrs. Thence S. 6 E. at 47 vrs. stake from which a horn beam 8 Ins. brs. S. 79-3/4 E. 4. 9 vrs. and an iron wood 6 Ins. brs. N. 64-1/2 E. 5.9 vrs. Thence S. 42-1/2 W. at 72 vrs. stake in W. B. line of T. B. Watson Pre-emption Survey, same being the N. E. corner of a survey of 13 acres out of M. J. Brawn's Survey, from which a pine 12 Ins. brs. N. 3 W. 1.4 vrs. and an elm brs. S. 57-3/4 W. 2.3 vrs. and a pine brs. S. 31 W. 1.2 vrs. Thence with T. B. Watson's W.B. line S. 13 E. at 260 vrs. Sabinetown and Hemphill road at 272 vrs. the place of beginning.

Tract No. 13 : Being 469-2/3 acres. a part of T. & N.O. Ry.Co., Section 15, situated about four miles E. of the town of Hemphill and described as follows: Beginning at a stake S. 89 W. 680 vrs. from the N. E. corner of T. & . N. O. Ry.Co. Section No.15, and being

170 vrs. S. 89 W. from the S. E. Corner of the Cicero Watson Pre-emption, from which a white oak 3 Ins. brs. S. 61 W. 4 vrs. and a white oak 8 Ins. brs. N. 59-3/4 W. 2.6 vrs. Thence S. 10-3/4 W. at 133 vrs. stake for corner from which a red oak 8 Ins. brs. S. 26-1/2 W. 4.9 vrs. and a post oak 10 Ins. brs S. 5 E. 9 vrs. Thence S. 54-1/4 W. at 340 vrs. stake for corner from which a beech 14 Ins. brs S. 56 E. 5.4 vrs. and an elm 8 Ins. brs. S. 18-1/2 E. 5.3 vrs. Thence S. 24-1/2 W. at 223 vrs. stake for corner from which a beech 8 Ins. brs. S. 56 E. 2-1/2 vrs. and a holly 4 Ins. brs. S. 24 W. 1.7 vrs. Thence S. 63 E. at 42 vrs. crossed a creek at 398 vrs. stake on bank of creek for corner from which a pin oak 8 Ins. brs. N. 42-1/2 W. 7.6 vrs. and a beech 8 Ins. brs. N. 35-1/2 E. 5.1 vrs. Thence down the creek with it's meanders as follows: S. 35 E. 67 vrs; S. 63-1/4 W. 85 vrs. S. 11-3/4 E. 43 vrs; S. 64-1/2 E. 284 vrs; S. 22 E. 87 vrs; S. 29-1/2 W. 160 vrs. S. 61-3/4 E. 42 vrs. S. 23-1/2 E. 67 vrs. S. 22 E. 20 vrs; stake in N. B. line of Henry Nichols League on E. bank of creek from which a beech 24 Ins. brs. N. 25-1/2 E. 1.6 vrs. and a holly 10 Ins. brs N. 34-3/4 W. 5.6 vrs. Thence W. on Henry Nichols N.B. line 2094 vrs. to the S.W. corner of T& N.O. Ry.Co., Section 15. Thence N. 1140 vrs. to corner on Clark's S. B. line. Thence E. 34 vrs. to John Clark's S.R. corner. Thence N. on John Clark's E.B. line 460 vrs. to corner. Thence E. 1040 vrs. to corner on Cicero Watson's W.B. line. Thence S. on Cicero Watson's W. line 325 vrs. to Cicero Watson's S. corner. Thence E. with Cicero Watson's S.B. line 780 vrs. to the place of beginning.

Tract No. 14: Being 97.3 acres, a part of the T. & N.O. Ry. Co. Section No. 3, situated about six miles E. of the town of Hemphill in Sabine County, Texas, and described as follows: Beginning at the S.E. corner of T. & N.O. Ry. Co. Section No. 3, and the N.E. corner of T. & N.O. Ry. Co. Section No. 11. Thence S. 88-3/4 W. with the S.B.

line of said Section No.3, 615 vrs. stake in S.B. line of said Survey for corner from which a sweet gum 20 Ins. brs. S. 40-1/2 \_\_\_\_\_ 9 vrs. a sweet gum 10 Ins. marked "X" brs. S. 29-1/4 E. 5.6 vrs. Thence N. 15 E. at 421 vrs. stake from which a sweet gum 16 Ins. brs. S. 87-1/2 E. 7.6 vrs. and a sweet gum 6 Ins. brs. N. 40 W. 9 vrs. Thence N. 30-1/2 E. at 656 vrs. stake for corner from which a pine 8 Ins. brs N. 42-1/2 W. 3-1/2 vrs. and a pine 10 Ins. brs S. 73 E. 1.8 vrs. Thence N. 63-1/4 W. 199 vrs. stake for corner from which a pine 7 Ins. brs. N. 74 E. 2.9 vrs. and a pine 8 Ins. brs S. 15-1/2 E. 5 vrs. Thence N. 1 W. at 386 vrs. stake for corner, a white oak 8 Ins. N. 72-3/4 W. 4.6 vrs. A maple 5 Ins. brs S. 41 E. 3.7 vrs. Thence N. 89 E. 320 vrs. stake in the E.B. line of said Section No.3, for corner from which a pine 8 Ins. brs. S. 23 E. 3.4 vrs. and a pine 10 Ins. brs. N. 50 E. 3. 4 vrs. Thence with the E. B. line of said Section No. 3, S. 1-1/2 E. at 1439 vrs. the place of beginning.

Tract No.15: Being an undivided 2/3 interest in the O.P.Bourland 1/4 League Survey in Sabine County, Texas, titled by Coahuila & Texas to O. P. Bourland, September 21st, 1835, and being Abstract No.1 Patent No.1069, Volume 23.

Tract No. 16: Being 67-2/3 acres of the Joseph Mott Headright Survey in Sabine County, Texas, described as follows: Beginning at Tebo Creek on the E. line of William Isaacs League at the S. W. corner of the Grave's tract. Thence S. 9 W. with Isaac's E. line 725 vrs. stake in mound, one of Isaac's original corners. Thence S. 59 E. with the N. line of a 200 acre tract conveyed by I.O.Noble and wife to E.A. Blount 666 vrs. to stake in the E.B. line of a 267-2/3 acre tract conveyed by Francis Scurlock to Francis A. Noble. Thence N. 4 W. 795 vrs. to Tebo Creek, stake for corner a beech and

and a horn beam marked "X" . Thence up said creek as follows;  
to-wit: S. 48 W. 61 vrs; N. 76 W. 250 vrs; N. 14 W. 60 vrs;  
N. 23 E. 70 vrs; N. 8 W. 50 vrs; N. 67 W. 90 vrs. N. 33-1/2 E.  
59 vrs; N. 82 W. 90 vrs. to the beginning/

LAND IN SAN AUGUSTINE COUNTY CONVEYED IN FEE:

Tract No. 17: Being 100 acres of the Levi M. Crow Survey situated in San Augustine County, Texas, about fourteen miles S. of the town of San Augustine fully described in a deed from C. C. Goodwin to W.H.Knox, dated March 25th, A. D. 1912, recorded in Vol. "46" page 105, Deed Records of San Augustine County, Texas.

Tract No.18: Being 871 acres of the Nicholas Coleman Survey in San Augustine County, Texas, and being in three tracts described as follows:

Parcel A: Being 640 acres of said Survey described as follows:  
Beginning at a stake and mound at the S. E. corner of the N. Coleman Survey and the N. E. corner of the Thomas Payne Survey, from which a dead pine marked "P" brs. N. 59 W. 12 vrs. and a stump hole brs. N. 20 W. 8 vrs. also two other pines marked "X". Thence N. 9 E. with said Coleman's E. boundary line at 440 vrs. passed H.Hollien's S. W. corner, continuing same course with Coleman's E. line in all 2400 vrs. to the N. E. corner of the said Coleman Survey, a stake in mound from which a red oak brs. N. 89 W. 8 vrs. and an old sweet gum brs. S. 1-1/2 W. 12 vrs. Thence N. 81 W. with Coleman's N. B. line at 318 vrs. intersect the S. B. line of Ben Clark's Pre-emption Survey. Thence due W. with Ben Clark's S. B. line 1053 vrs. to A. Chumney's E. B. line, 117 vrs. N. 9 E. from the N. W. corner of Coleman's Survey on the E. B. line of the Chumney Grant. Thence S. 9 W. at 423 vrs. cross old run of Dickey Creek, in all 657 vrs. the S. E. corner of A. Chumney League to Coleman's intermediate S. E. corner, a stake from which several small pines all marked "X". Thence N. 81 W. with Coleman's N.B. line and Chumney's S. B. line at 667-1/2 vrs. to Dickey's Creek.



Thence S. 9 W. 1625 vrs. to stake on S. B. line of the Coleman Survey and N. B. line of Thomas Payne Survey, which line runs with and is the division line between T. Wood Smith Survey of 640 acres sold by this deed and the E.B. line of a 131 acres of land on the N. Coleman Survey set a part in a suit between Crocker, Gatling, et al. Thence S. 81 E. with the S. B. line of the Coleman Survey 1720-1/2 vrs to the place of beginning.

Parcel (B) 131 acres of the Nicholas Coleman described as follows: Beginning at a stake in the S. B. line of the N. Coleman League at G. W. Crocker's S. E. corner, a post oak 7 Ins. brs. N. 25 W. 7 vrs. and a white oak 16 Ins. brs. S. 44 E. 15 vrs. Thence N. 9 E. with Crocker's E. B. line 1560 vrs. to his N.E. corner, Dickey Creek at 1630 vrs. stake on N. B. line of the Coleman League in open field. Thence S. 81 E. with N.B. line of the Coleman Survey 453 vrs. to the N.W. corner of the Inez Smith tract of 640 acres, from which an ash 30 Ins. brs. N. 5-3/4 E. 9-4/5 vrs. and a horn beam brs. S. 46-1/4 \_\_\_\_\_, 6 vrs. Thence S. 9 W. with W.B. line of Inez Smith tract 40 vrs. cross Dickey Creek, 1630 vrs. to S.B. line of Coleman League, the S. W. corner of Smith tract, post oak 24 Ins. brs. N. 60-1/2 E. 6.5 vrs. a post oak 18 Ins. brs. S. 12-1/4 E. 10 vrs. Thence N. 81 W. 453.6 vrs. to the place of beginning.

Parcel (C) 100 acres of the Nicholas Coleman, beginning at the S. W. corner of a 360 acre tract conveyed by B. R. Berry, Guardian, to S. W. Blount. Thence E. with the line of said tract to the S. E. corner of same. Thence N. a sufficient distance that by running W. to the W. B. line and thence S. to the beginning will contain 100 acres of land.

Tract No. 19: 19-39/100 acres of land situated in San Augustine County, Texas, and known as the Hiram Knox Survey, patented by the State of Texas to Hiram Knox on the 5th, day of November 1920, by Patent No. 586 B. Volume No. 9, and known as S.F. 12369. Said Patent being recorded in the Deed Records of San Augustine County, Texas.

The oil, gas and other minerals in Tract No.19, are reserved and are not conveyed by this instrument.

Tract No.20: Being 200 acres of the John Wentworth Survey of  $\frac{1}{3}$  of a League in San Augustine County, Texas, consisting of two tracts of 100 acres each, fully described in a deed from C. C. Goodwin to W. H. Knox, dated December 12th, 1910, and recorded in Vo. "44" page 99, Deed Records of San Augustine County, Texas.

Tract No. 21: Being 310 acres of the Thomas Payne League situated in San Augustine County, Texas, and described as follows:

Beginning at a stake in the S. B. line of the Thomas Payne Survey S. 81 E. 1520 vrs. from the S. W. corner of said League, a sweet gum and dog wood marked "X". Thence S. 81. E. with the S.B. line of said Payne Survey at 700 vrs. crossed Jasper road at 2297 vrs. a stake on said line. Thence N. with the W.B. line of the 100 acre tract surveyed for U.R. Bobbit 760 vrs. to the Bobbit's N. W. corner and on the N.B. line of a 410 acre tract conveyed out of the said league. Thence N. 81 W. at 1972 vrs. crosses Jasper road at 2297 vrs. a stake in the N. W. corner of said 410 acre tract. Thence S. with the W. B. line of said 410 acre tract 760 vrs. to the place of beginning, which includes a tract of 245 acres E. of the Jasper road and also a tract of 65 acres, more or less, lying W. of the Jasper road.

Tract No.22: Being 150 acres of the Thomas Payne League situated in San Augustine County, Texas, described as follows: Beginning at a small holly on the N. line of the Winsey Doyne 985 acre tract. Thence N. 81 W. with the N. B. line of said Thomas Payne 924 vrs. to a small red oak marked "X", a large white oak marked "X", a large pine marked "X" 9 vrs. Thence S. 9 W. 2004 vrs. to a large white oak marked "X" and a sweet gum mkd. "X", this corner being on the S. B. line of said Winsey Doyne 986 acre tract. Thence S. 81 E. with said Winsey Doyne line 924 vrs. to the S. E. corner

of a 328 acre tract on said Winsey Doyne sub-division, a toothache mkd. "X" brs. W. 5 vrs. a pin oak mkd. "X" S. 7 vrs. Thence N. 9 E. 2004 vrs. to the place of beginning, containing 328 acres, the 150 acres herein conveyed, to be taken off of the S. end of said above described 328 acres.

Tract No. 23: Being 141-5/6 acres of the Thomas Payne League in San Augustine County, Texas, described as follows: Beginning at the S. E. corner of a tract of land on said League conveyed to S. W. Blount by D. W. Morgan and wife. Thence N. 81 W. with the S. B. line of the Morgan tract 310 vrs. to the corner of a tract of said land sold by D. W. Morgan and wife to E. H. Roberts. Thence N. 18 W. with Robert's line 1070 vrs. to Morgan's W. B. line. Thence N. 9 E. with Morgan's W. B. line 205 vrs. to his N. W. corner. Thence S. 81 E. 924 vrs. to corner. Thence S. 9 W. 1145 vrs. to the place of beginning.

Tract No. 24: Being 1630-3/5 acres, a part of the Thomas Payne Headright in San Augustine County, fully described by metes and bounds at lot No. 3, in a deed from W. G. Sewall by Rufus L. Sewall, Attorney, to W. H. Knox, dated April 18th, 1910, recorded in Vol. "43" page 221, Deed Records, San Augustine County, Texas.

Tract No. 25: Being 235-1/8 acres, a part of the Thomas Payne Headright in San Augustine County, Texas, and described as follows: Beginning at the S. E. corner of Lot No. 1, on the S. B. line of said Payne Survey, from which a post oak brs. S. 25 W. 1/2 vara. and a hickory S. 52 E. 4-1/2 vrs. Thence S. 80 E. with the S. B. line of said Payne Survey 1175 vrs. to a stake on said line from which a black jack bears S. 70 W. vrs. Thence N. 9 E. 1321 vrs. to a stake from which a hickory brs. S. 31 E. 1-1/2 vrs. and a post oak N. 38 W. 3-3/4 vrs. Thence N. 80 W. 900 vrs. to a stake from which a white oak brs. N. 32 E. 2 vrs, and a dog wood N. 50 W. 3-1/2 vrs. Thence S. 9 W. 311 vrs. intersected the N. E. corner of Lot No. 1, from which a beech brs. N. 51 E. 3 vrs. and another

N. 9 W. 6-1/2 vrs. Thence S. 24-1/2 W. with the E. B. line of Lot No. 1, 1042 vrs. to the place of beginning.

Tract No. 26: Being 33-4/5 acres, a part of the Thomas Payne Headright in San Augustine County, Texas, and described as follows: Being a portion of a 300 acre tract conveyed to E.A. and S.W.Blount by Thomas Doyne, beginning where the long slough crosses the San Augustine and Jasper road, which point is N. 81 W. 373 vrs. from the S.W. corner of the J.M.Crocker 328 acre tract. Thence S. 81 E. 373 vrs. to said Crocker's S.W. corner, ~~xx~~ a white oak and small gum marked "X". Thence N. 9 E. 400 vrs. with Crocker's W. line to corner on said line two white oaks marked "X". Thence N. 81 W. 580 vrs. to corner on San Augustine and Jasper road, gum and white oak bearing trees. Thence in a South easterly direction with said road back to the place of beginning.

Tract No. 27: Being 46-1/5 acres, a part of the Thomas Payne Headright in San Augustine County, Texas, described as follows, beginning at the N.E. corner of a 150 acre tract purchased by E.H.Roberts from J. L. Crocker. Thence S. 18 E. 1070 vrs. to the N.E. corner of the 314 acre tract purchased by E.H.Roberts from E.A. and S.W.Blount. Thence N. 81 W. to the said E.H.Roberts line 556 vrs. to corner of E.H.Roberts 150 acre tract, a water oak marked "X" 20 Ins. in dia. Thence N. 10 E. with said line 940 vrs. to the place of beginning.

Tract No. 28: 100 acres of the Thomas Payne Headright in San Augustine County, Texas, conveyed to W.H.Knox by S.W.Blount by deed dated May 31st, 1910, recorded in Vol. "45" page 610, Deed records, San Augustine County, Texas.

THE FOLLOWING LANDS LYING PARTLY IN SABINE AND SAN AUGUSTINE  
COUNTIES:

Tract No. 29: Being 500 acres of the Hulda Hollien Survey

situated partly in Sabine and partly in San Augustine County, described as follows: Beginning at the S.E. corner of the D. McDonald 1280 acres on the W.B. line of the 160 acre survey for Jesse Flowers or pleasant Houghton, a red oak 10 Ins. in dia. brs. N. 4 E. 6 vrs. (This is the N.E. cor. and beginning cor. of the Hulda Hollien Survey.) Thence S. with the E.B. Line of the said original survey 1115 vrs., established the beginning corner of the 500 acres herein conveyed. Thence S. with the E.B. line of said Hulda Hollien 618 vrs. 2nd corner, a stake from which a white oak 4 Ins. in dia. brs. N. 15 W. 6 vrs. and a red oak 4 Ins. brs. N. 60 E. 8 vrs. Thence N. 81 W. on the N.B. line of the J.C. Dickerson Survey 732 vrs., 3rd corner, a pine brs. N. 8 vrs. and a red oak brs. N. 45 E. 8 vrs. Thence S. 9 W. on the W.B. line of the said Dickerson Survey 732 vrs. 4th corner, from which a white oak brs. S. 75 E. 7 vrs. and a beech 10 Ins. brs. N. 69 W. 7 vrs. Thence N. 81 W. on N.B. line of the Martin White Survey at 1045 vrs. Zavalla road and county line at 1780 vrs. corner on E. B. line of the N. Coleman League and 5th corner of this survey, a pine 24 Ins. brs. S. 80 W. 6-1/2 vrs. and a B.J. 10 Ins. in dia, brs. S. 17 W. 11 vrs. mkd. "W". Thence N. 9 E. on Coleman's E.B. line at 1350 vrs. 6th corner, on the W.B. line of the original survey. Thence S. 81 E. 2416 vrs. to the place of beginning.

Tract No. 30: Being 2343-2/3 acres of the Martin White League lying partly in Sabine and partly in San Augustine County, and being all that certain 2352-2/3 acres of said league conveyed by W.G. Sewall by R.L. Sewall, Attorney, to W.H. Knox, by deed dated the 18th day of April A.D. 1910, recorded in Deed Records, of Sabine County, Vol. "11" page 157, and recorded in Vol. "43" page 221, Deed Records of San Augustine County, save and except about 9 acres conveyed by Hiram Knox to W.R. Cousins by deed dated

dated April, 27th, 1920, recored in Vol. "18" page 388, Deed Records, Sabine County.

Tract No. 31: Being 256 acres of the Martin White League in Sabine and San Augustine Counties conveyed to Hiram Knox by W.R.Cousins by deed dated April 27th, A.D. 1920, recorded in Vol. "18" page 208, Deed Records, Sabine County, Texas.

TIMBER IN SAN AUGUSTINE COUNTY

Tract No. 32: Being all the standing and growing merchantable pine timber 12 inches, at the stump and up, standing and growing on that portion of the two following described tracts located West of the Kimon creek.

Parcel (a) being 69 acres of the Thomas Payne Headright in San Augustine County, conveyed by J.L.Crocker to A.J.Skinner, November 16th, 1887, by deed recorded in Vo. "N" page 18, Deed Records, San Augustine County, Texas.

Parcel (b) being 100 acres of the Thomas Payne Headright in San Augustine County, Texas, it being on the North end of the N.B.Harvey tract of 320 acres and immediately adjoining the above described tract of land and bounded as follows, to-wit:  
On the North by the original boundary line of the said Payne league, on the South by the J.M. Marshall tract, on the East by land formerly owned by Lee Irvin and on the West by land owned by E.A. and S.W.Blount. The Grantee herein, the Temple Lumber Company is hereby granted such period of time in which to cut, fell and remove, the timber on the two last above described tracts as is conferred on W.H.Knox by deed of J.M.Marshall and wife in their deed of December 10th, A.D. 1910, recorded in Vol. "45" page 454, Deed Records, San Augustine County, Texas.

Tract No. 33: All of the merchantable timber of every kind and character standing, growing and being upon 120 acres, a part of the



Thomas Payne Headright in the County of San Augustine, State of Texas, and being Block No. 3, of the partition and division of the A.Crocker 320 acre survey, fully described in a deed from J.W.Armstrong to W. H. Knox, dated March 7th, 1911, recorded in Book "45" page 47, Deed Records, San Augustine County, Texas.

Tract No. 34: All of the merchantable timber of every kind and character standing, growing and being upon 251 acres a part of the Thomas Payne Headright in San Augustine County, Texas, and fully described as Lot No. 4, in a deed from W.G.Sewall by Rufus L. Sewall, Attorney in fact, to W.H.Knox, dated April, 18th, 1910, recorded in Book "43" page 221, Deed Records of San Augustine County, Texas. The Grantee herein, the Temple Lumber Company, is hereby given and granted the right of ingress and egress and right of removal of said timber for a period of 15 years from the 27th day of December, 1920.

#### TIMBER IN SABINE COUNTY

Tract No. 35: All of the merchantable pine and oak timber now standing, growing and being upon the following described tract of land situated in Sabine County, Texas, being 38 acres patented to R. Gellatly, Assignee of F.J.Ballanovo, Abstract No. 68, Patent No. 566, Volume No. 20, patented March, 12th 1875, recorded in Vol. "J" page 18, Deed Records, Sabine County, Texas.

Tract No. 36: All of the merchantable pine and oak timber now standing, growing and being upon 108½ acres of the P.A. Horn Survey in Sabine County, Texas, described in a deed from M.P.Hale, J.P.Noble and J.A.Scurlock to Hiram Knox, dated April 29th, 1920, recorded in Vol. "18" Page 210, giving and granting unto the said Temple Lumber Company and their assigns a period of ten years from April 28th, 1920, in which to remove said timber on the last two tracts above described.

Tract No. 37: All of the merchantable pine and oak timber now standing, growing and being upon the following described tract of land situated in Sabine County, Texas; 157 acres, of the Thompson Allen Survey, awarded to E.D.King in the partition of the estate of E.L. King, deceased, and his mother, Cynthia Dean, nee King, and being all of said survey except 13 acres in the S.E. corner of same.

Tract No. 38: Being all of the merchantable pine and oak timber now standing and growing upon 157 acres of the E.B. Ragsdale Survey situated in Sabine County, Texas, and described as follows:

Being that certain 157 acres described in a deed from F.L.Dean and D.S.Dean to E.D.King, dated April, 10th 1902, recorded in Vol. "4" page 457, Deed Records, Sabine County, Texas.

Tract No. 39: All of the merchantable pine and oak timber now standing and growing upon the following described tract of land in Sabine County, Texas: Being 25 acres of the E.B.Ragsdale Survey purchased by E.D.King from S.W.King and Wife by deed dated January, 15th 1912, recorded in Vol. "7" page 50, Deed Records, Sabine County, Texas.

The Grantee herein. the Temple Lumber Company, is given and granted the right of ingress and egress and right of way for the purpose of cutting and removing said timber for a period of 10 years from April, 28th 1920, on the tracts Nos. 37-38 and 39,

Tract No. 40: All of the merchantable pine timber standing, growing and being upon the following described tract or parcel of land situated on the D.Huffman Survey and being all that portion of two tracts, the first containing 320 acres and the second, 328 acres on the S. side of the San Augustine and Carter's Ferry road and on the outside of the fences as now located on said land and containing 250 acres, more or less, fully described in a deed from W.W.Horne to M.P. Hale, et al, dated April, 28th 1920, recorded in Vol. "18" page 215, Deed Records, Sabine County, Texas.

Tract No. 41: All of the merchantable pine and hardwood timber standing growing and being upon all that portion of the D.Huffman Survey in Sabine County, Texas, containing 100 acres, more or less, and being that portion of two tracts of said Huffman Survey, the first containing 320 acres and the second containing 328 acres, owned by W.W.Horne and fully described in a deed from W. W . Horne to M.P.Hale, et al, dated April, 28th 1920, recorded in Vol. "18" page 215 Deed Records of Sabine County, Texas, which lies to the N. of the San Augustine and Carter's Ferry road and being outside of the fences as now located on said land.

Giving and granting unto the said Temple Lumber Company and it's assigns the right of ingress and egress and the right of removal of said timber described in paragraph "40 and 41" hereof, a period of 15 years from and after the 28th day of April A.D.1920.

All of the merchantable timber of every kind and species, standing, growing and being upon the following described tracts of land situated in Sabine County, Texas, and being tracts No. 42 to tract No. 61, inclusive, hereinafter described:

Tract No. 42: Being 75 acres of the Rufus Jackson Labor fully described in a deed from W.S.Arthur and C.B.Halbert to Hiram Knox, dated 15th day of September, A.D.1916, recorded in Vol. "11" page 306, Deed Records of Sabine County, Texas.

Tract No. 43: Being 369 acres of land patented to Nathaniel Hamilton fully described in a deed from T. L. L. Temple to W.H.Knox, dated January 29th, 1909, recorded in Vol. "1" page 277, Deed Records of Sabine County, Texas.

Tract No. 44: Being 42-1/2 acres known as the V. H. Vickers Survey No. 6, fully described in a deed from T.L.L.Temple to W.H.Knox, dated January, 29th, 1909, recorded in Vol. "1" Page 277, Deed Records, Sabine County, Texas.

Tract No. 45: Being 150-1/2 acres of the Theo Harris, G.H.Love and D.Crenshaw Surveys described as Tract No. 1, in a deed from J.A.Scurlock to Hiram Knox, dated July, 16th 1920, recorded in Vol.

"18" page 446, Deed Records, Sabine County, Texas.

Tract No. 46: 20 acres of the James Gaines League described in a deed from C.B.Halbert to Hiram Knox, dated November, 29th 1918, recorded in Vol. "11" page 423, Deed Records, Sabine County, Texas.

Tract No. 47: 131-1/2 acres of the Robert Gellatly Survey fully described in a deed from T.L.L.Temple to W.H. Knox, dated the 29th day of January, 1909, recorded in Vol. "1" page 277, Deed Records, Sabine County, Texas.

Tract No. 48: 106-2/3 acres of the John W. Bibbons Survey, situated N.E. of the town of Milam fully described as tract No. 4, in a deed from T.L.L.Temple to W.H.Knox, dated January, 29th 1909, recorded in Vol. "1" page 277, Deed Records, Sabine County, Texas.

Tract No. 49: 106-2/3 acres of the John W. Gibbons Survey described as tract No. 5, in a deed from T.L.L.Temple to W.H.Knox, dated January, 29th 1909, recorded in Vol. "1" page 277, Deed Records, Sabine County, Texas.

Tract No. 50: 352-1/2 acres of the John W. Gibbons Survey described in a deed from W.S.Arthur to W.H.Knox, dated October, 13th, 1910, recorded in Vol. "5" page 113, Deed Records of Sabine County, Texas.

Tract No. 51: 96 acres of the James Mason Survey described in a deed from J.A.Scurlock to Hiram Knox, dated July 16th, 1920, recorded in Vol. "18" page 446, Deed Records of Sabine County, Texas.

Tract No. 52: 157 acres of the Isaac Powell League described in a deed from T.L.L.Temple to W.H.Knox, dated January, 29th 1909, recorded in Vol. "1" page 277, Deed Records of Sabine County, Texas.

Tract No. 53: 16 acres of the G.H.Love Survey described as tract No. 3, in a deed from J.A.Scurlock to Hiram Knox, dated July 16th, A.D.1920, recorded in Vol. "18" page 446, Deed Records of Sabine County, Texas.

Tract No. 54: 74-1/4 acres of the Daniel Crenshaw Survey described as tract No. 4, in a deed from J.A.Scurlock to Hiram Knox, dated July, 16th 1920, recorded in Vol. "18" page 446, Deed Records, Sabine County, Texas.

Tract No. 55: 60 acres of the James Mason Headright Survey, described as tract No. 5, in a deed from J.A.Scurlock to Hiram Knox, dated July, 16th 1920, recorded in Vol. "18" page 446, Deed Records of Sabine County, Texas.

Tract No. 56: 596 acres, more or less, of the John B. Gaines Survey fully described in a deed from T.L.L.Temple to W.H.Knox, dated January, 29th 1909, recorded in Vol. "1" page 277, Deed Records, Sabine County, Texas.

Tract No. 57: Being 2846 acres of the J.S.Chivaler Survey fully described in a deed from T.L.L.Temple to W.H.Knox, dated January, 29th 1909, recorded in Vol. "1" page 277, Deed Records of Sabine County, Texas, said deed conveying 2995 acres, out of which is excepted 149 acres recovered by J .L.King in cause No. 2061, in the District Court of Sabine County, Texas, styled W.H.Knox Vs. T.L.L.Temple, which judgment is recorded in Vol. "G" page 189, Minutes of the District Court of Sabine County, Texas.

Tract No. 58: 64 acres of the J.S.Chivaler Headright fully described in a deed from L.E.King and Wife to W.H.Knox, dated August, 5th 1909, recorded in Vol. "2" page 228, Deed Records, Sabine County, Texas.

Tract No. 59: 347 acres of the W.B.Frazier Survey fully described in a deed from T.L.L.Temple to W.H.Knox, dated January, 29th 1909, recorded in Vol. "1" page 277, Deed Records of Sabine County, Texas.

Tract No. 60: 50 acres of the John B. Gaines Survey fully described as tract No. 2, in a deed from W.S.Arthur and C.B.Halbert to Hiram Knox, dated September 15th, 1916, recorded in Vol. "11" page 306, Deed Records of Sabine County, Texas.

Tract No. 61: 72-1/2 acres of the John B. Gaines Survey fully described in a deed from E.G.Hart to Hiram Knox, dated the 8th day of June, 1918, recorded in Vol. "14" page 235, Deed Records of Sabine County, Texas.

The Grantee, the Temple Lumber Company, is given and granted the right of ingress and egress and right-of-way over the above lands for a period of fifteen years from the 27th day of December, *and as much longer thereafter as may be reasonably necessary* A.D. 1920, in which to cut and remove the timber situated thereon, that is, on tracts No. 42 to No. 61 inclusive.

All of the merchantable pine timber now standing, growing and being upon the following described tracts or parcels of land situated in Sabine County, Texas, from No. 62 to tract No. 78, inclusive, hereinafter described:

Tract No. 62: Being 210 acres of the James Mason Headright fully described in a deed from Mrs. M.E.Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records of Sabine County, Texas, and described as Tract No. 1, therein.

Tract No. 63: 150 acres of the James Mason Headright, fully described as tract No. 2, in a timber deed from Mary E. Vickers, et al to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 64: 100 acres of the James Mason Headright described as Tract No. 3, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March, 23rd, 1920, recorded in Vol. "18" page 52, deed records, Sabine County, Texas.

Tract No. 65: 40 acres of the James Mason Headright described as Tract No. 4, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.



Tract No. 66: 70 acres of the James Mason Headright described as Tract No. 5, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 67: 54 acres of the James Mason Headright described as Tract No. 6, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 68: 50 acres of the James Mason Headright described as Tract No. 7, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 69: 50 acres of the W.B. Frazier Survey, Abstract No. 101, described as Tract No. 8, in a timber deed from M.E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 70: 125 acres of the James Gaines League, described as Tract No. 9, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 71: 160 acres of the S.H. Mason Survey, Patent No. 486, Volume 8, patented March 19th, 1879, to N.B. Mason, Assignee, and described as Tract No. 10, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March, 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 72: 100 acres of the J.A. Burditt Survey described as Tract No. 11, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" Page 52, Deed Records, Sabine County, Texas.

Tract No. 73: 38-1/2 acres of the J.A. Burditt Survey fully

described in a timber deed from M.E.Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 74: 102 acres of the James Gaines Labor fully described as tract No. 13, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 75: 102 acres of the Rufus Jackson Labor fully described as Tract No. 14, in a Timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 76: 73 acres of the John Craughn Survey fully described as tract No. 16, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 77: 112 acres of the Theo Harris Survey fully described as Tract No. 15, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

Tract No. 78: 139 acres of the Christopher Haskins pre-emption fully described as Tract No. 17, in a timber deed from Mary E. Vickers, et al, to Hiram Knox, dated March 23rd, 1920, recorded in Vol. "18" page 52, Deed Records, Sabine County, Texas.

The right of ingress and egress in, over and upon the land described in Tract No. 62, to Tract No. 78, inclusive, for the purpose of cutting, selling and removing said timber together with the right-of-way thereon is given to the Grantor herein, the Temple Lumber Company, for a period of 10 years from March 23rd, 1920, together with such rights of extension as is given to Hiram Knox in said timber deed from Mary E. Vickers, et al, dated March, 23rd, 1920.

Tract No. 79: All of the merchantable pine timber of 10 inches in dia. at the stump and upward, standing, growing and being upon 159-1/2 acres of the John S. Lane League in Sabine County, Texas, described as Tract No. 2, in a timber deed from C. C. Goodwin to Hiram Knox, dated March 31st, 1917, recorded in Vol. "12" page 274 Deed Records of Sabine County, Texas, and the said Temple Lumber Company and it's assigns shall have the period of 5 years in which to cut and remove said timber with full rights of ingress and egress and right-of-way over said land from and after the 24th day of March A.D. 1917.

Tract No. 80: All of the merchantable pine timber 10 inches in dia. and up at the stump, standing, growing and being on the following described tract of land situated in Sabine County, Texas, described as follows: Being 98-1/2 acres undivided in a 398-1/2 acre survey off of the John S. Lane League fully described as Tract No. 3, in a timber deed from C. C. Goodwin to Hiram Knox, dated March 31st, 1917, recorded in Vol. "12" page 274, Deed Records of Sabine County, Texas, and the said Temple Lumber Company and it's assigns shall have five years from the 30th day of March, 1917, in which to cut and remove said timber from said land with right of ingress and egress and right-of-way there over.

Tract No. 81: All of the merchantable pine timber standing, growing and being situated on 144 acres of land, a portion of the David Renfro League, fully described in a deed from H.D. Smith and Wife, to C.C. Goodwin, dated March, 25th, 1920, recorded in Vol. "18" page 334, and conveyed by C. C. Goodwin to Hiram Knox by deed dated July 19th, 1920, recorded in Vol. "18" ;age 442, Deed Records of Sabine County, Texas, this timber is conveyed subjection to the

conditions and stipulations as to time limit for removal and all other terms contained in said deed from H.D.Smith and wife to C. C. Goodwin and from C. C. Goodwin to Hiram Knox, the time limit for removal being 15 years from and after May 25th, 1920.

Tract No. 82: All of the merchantable timber of every kind and species standing, growing and being situated upon 50 acres of the David Renfro League in Sabine County, Texas, fully described as Tract No. 3, in a timber deed from C. C. Goodwin to Hiram Knox, dated July 19th, 1920, recorded in Vol. "18" page 442, Deed Records, Sabine County, Texas, and being the same land conveyed by Jenie May Chance, et al, to C.C.Goodwin by deed dated May 23rd, 1918, recorded in Vol. "14" page 67, Deed Records, Sabine County, Texas, and a full period of 15 years from July 19th, 1920, is given in which to cut and remove said timber, together with the right of ingress and egress and right-of-way over said land, for said removal.

Tract No. 83: All of the merchantable pine timber standing, growing and being upon 30 acres, more or less of the Isaac Powell League, situated in Sabine County, Texas, being fully described in a timber deed from C. B. Davidson and Wife to Hiram Knox, dated March 25th, 1920, recorded in Vol. "18" page 51, Deed Records, Sabine County, Texas, together with the right of ingress and egress in, over and upon said land for employees, teams, wagons and tram roads, for the purpose of entering upon said land and removing the timber therefrom together with such other timber as may be owned or purchased by the Grantee herein or it's assigns for a period of 10 years from and after the 25th day of March A.D. 1920.

Tract No. 84: All the merchantable timber of each and every kind now standing and growing on the following described tract of land, being 54-11/20 acres of the Isaac Powell Headright Survey in

Sabine County, Texas, and being known as the W.I.Hogan home place and on which W.I.Hogan resided on the 31st of December, A.D.1919, and bounded on the north by land owned by A.A.Wilson and on the East, South and West by the McLain land, together with free ingress and egress over and across said land for the purpose of removing said timber by tram or wagon road, or any adjoining timber beyond and necessary to go across the above described tract of land for the purpose of removing same for a period of 10 years from and after the 31st day of December, 1919.

All of the merchantable timber of every kind and character whatsoever growing and situated upon the following described tracts or parcels of land to-wit; being tracts Nos. 85 to 90, inclusive;  
Tract No. 85: 127-1/2 acres of land, a part of the Isaac Powell League in Sabine County, Texas, conveyed to A.A.Wilson by W.C.Wilson by deed dated February 28th, 1902, recorded in Book "X" page 249, Deed Records, Sabine County, Texas, and being described as Tract No. 1, in a timber deed from A. A. Wilson, Survivor, to Hiram Knox, dated Dec. 3rd, 1920, recorded in Vol. "19" page 49, Deed Records, Sabine County, Texas.

Tract No. 86: 30 acres of the Isaac Powell League in Sabine County, described as Tract No. 2, in a timber deed from A.A.Wilson, Survivor, to Hiram Knox, dated December 3rd, 1920, recorded in Vol. "19" page 49, Deed Records, Sabine County, Texas.

Tract No. 87: 27-1/2 acres on the Isaac Powell League, and being described as Tract No. 3, in a timber deed from A.A.Wilson to Hiram Knox, dated December 3rd, 1920, recorded in Vol. "19" page 49, Deed Records, Sabine County, Texas.

Tract No. 88: 100 acres of the Isaac Powell League described as

Tract No. 4, in a timber deed from A. A. Wilson, Survivor, to Hiram Knox, dated December 3rd, 1920 recorded in Vol. "19" page 49, Deed Records, Sabine County, Texas.

Tract No. 89: 8-1/5 acres of the Isaac Powell League described as Tract No. 5, in a timber deed from A. A. Wilson, Survivor, to Hiram Knox, dated December 3rd, 1920, recorded in Vol. "19" page 49, Deed Records, Sabine County, Texas.

Tract No. 90: 200 acres, more or less, of the John Smith League, described as Tract No. 6, in a timber deed from A.A.Wilson, Survivor, to Hiram Knox, dated December, 3rd, 1920, recorded in Vol. "19" page 49, Deed Records, Sabine County, Texas, together with the right of removal of the timber herein above described as Tracts No. 85 to 90, inclusive, for a period of 10 years from the 29th day of August A.D. 1919, with the full right of ingress and egress and access to the uncultivated portions of said land for the purpose of removing said timber for such period.

Tract No. 91: All of the merchantable pine timber of the diameter of 10 inches and up two feet from the ground, standing and growing upon the following described tract of land in Sabine County, Texas: Being 200 acres of the Joseph Mott Headright Survey, fully described in a timber deed from T.E.Lawson and husband, W.W.Lawson, to Hiram Knox, dated May 8th, 1917, recorded in Vol. "12" page 427, Deed Records, Sabine County, Texas, together with the right of removal for a period of 10 years from the 8th day of May, A.D. 1917, subject to the terms and conditions of said above described timber deed.

Tract No. 92: All of the merchantable pine timber standing, growing and being situated on 59½ acres, more or less, of the William Isaacs Labor Survey of land in Sabine County, Texas. Said 59 acres being fully described by metes and bounds in a timber deed from

Emma Lee Sanders to C. C. Goodwin, dated September 11th, 1918, recorded in Vol. "14" page 243, Deed Records, Sabine County, Texas, and being described as Tract No. 2, in a timber deed from C. C. Goodwin to Hiram Knox, dated July 19th, 1920, recorded in Vol. "18" page 442, Deed Records, Sabine County, Texas, together with a period of 20 years from September 11th, 1918, in which to cut and remove said timber together with rights-of-way for such removal.

All of the timber of every kind and species on the land herein-after described as Tracts Nos. 93 to 101, inclusive.

Tract No. 93: 160 acres being the C.A.McCall Pre-emption in Sabine County, Texas, Abstract No. 328, Patent No. 451, Volume 21.

Tract No. 94: 253 acres of the James Gaines League described as Tract No. 1, in a timber deed from C. H. Vickers and Wife, to Hiram Knox dated May 7th, 1920, recorded in Vol. "18" page 242, Deed Records, Sabine County, Texas.

Tract No. 95: 180 acres, more or less, of the James Mason League in Sabine County, Texas, being described as Tract No. 2, in a timber deed from C. H. Vickers and Wife to Hiram Knox, dated May 7th, 1920, recorded in Vol. "18" page 242, Deed Records, Sabine County, Texas.

Tract No. 96: 275-1/2 acres of the J.A.Burditt Survey in Sabine County, Texas, described as Tract No. 3, in a timber deed from C.H. Vickers and Wife to Hiram Knox, dated May 7th, 1920, recorded in Vol. "18" page 242, Deed Records, Sabine County, Texas.

Tract No. 97: An undivided one half (1/2) of the W.I.Hogan pre-emption of 160 acres, described as Tract No. 4, in a timber deed from C.H.Vickers and Wife to Hiram Knox, dated May 7th, 1920, recorded in Vol. "18" page 242, Deed Records, Sabine County, Texas.

Tract No. 98: An undivided one half interest in the W.A.Hogan Pre-emption Survey situated in Sabine County, Texas, and described as Tract No. 5, in a timber deed from C. H. Vickers and Wife to Hiram Knox,



dated May 7th, 1920, recorded in Vol. "18" page 242, Deed Records, Sabine County, Texas.

Tract No. 99: An undivided one half interest in the S.W.Hogan Survey in Sabine County, Texas, described as Tract No. 6, in a timber deed from C. H. Vickers and Wife to Hiram Knox, dated May 7th, 1920, recorded in Vol. "18" page 242, Deed Records, Sabine County, Texas.

Tract No. 100: All of the A.L.Hogan 80 acre Survey in Sabine County, Texas, described as Tract No. 7, in a timber deed from C.H.Vickers and Wife to Hiram Knox, dated May 7th, 1920, recorded in Vol. "18" page 242, Deed records, Sabine County, Texas.

Tract No. 101: 106-1/2 acres of the M.W.Loving Survey in Sabine County, Texas, described as Tract No. 9, in a timber deed from C.H.Vickers and Wife to Hiram Knox, dated the 7th day of May 1920, recorded in Vol. "18" page 242, Deed Records, Sabine County, Texas.

The right of ingress and egress and right-of-way for the cutting and removal of the pine timber on the land described above as tracts Nos. 94, 95 and 96, is hereby granted for a period of 10 years from and after the 29th day of July A.D.1919, subject to the terms and conditions of timber deed from C.H.Vickers and Wife to Hiram Knox, bearing the last mentioned date, recorded in Vol. "15" page 381, Deed Records, Sabine County, Texas. The right of cutting and removing the hardwood timber on Tracts Nos. 94, 95 and 96, and all of the timber on tracts Nos. 93, 97, 98, 99, 100 and 101, is hereby granted for a period of 10 years from the 7th day of May, A.D. 1920, together with right of ingress and egress, subject to the terms and conditions of timber deed from C.H.Vickers and Wife to Hiram Knox, dated May 7th, 1920, recorded in Vol. "18" page 242, Deed Records, Sabine County, Texas.

Tract No. 102: All the pine and hardwood timber except oak growing and being upon 88 acres of the James Mason Headright fully described in a timber deed from W.A.Morris and Wife to Hiram Knox, dated May 7th, 1920, recorded in Vol. "18" page 240, Deed Records, Sabine County, Texas. There is excepted from this conveyance a small tract of old field pine near the center of this tract. The right of ingress and egress and right-of-way to cut and remove said timber is granted for a period of 10 years from May 7th, 1920.

Tract No. 103: All of the merchantable pine timber 10 inches and up, standing, growing and being upon 231 acres of the James Mason League in Sabine County, Texas, and being the first tract described in a timber deed from W. H. Mason and Wife to Hiram Knox, dated July 29th, 1919, recorded in Vol. "15" page 383, together with the right of ingress and egress and right-of-way for the removal of said timber for a period of 10 years from and after July 29th, 1919.

Tract No. 104: All the merchantable pine timber 10 inches and up, standing, growing and being upon 161 acres, more or less, of the James Mason Headright fully described as Tract No. 2, in a timber deed from W. H. Mason and Wife to Hiram Knox, dated July 29th, 1919, recorded in Vol. "15" page 383, together with the right of ingress and egress and right-of-way for the removal of said timber for a period of 10 years from and after July 29th, 1919.

Tract No. 105: All of the timber every kind and specie standing, growing and being upon the following described tract of land situated in Sabine County, Texas, and being 393 acres of the James Mason Headright fully described in a timber deed from George J. Mason, et al, to Hiram Knox, dated the 29th of June, 1920, recorded in Vol. "18" page 391, Deed Records of Sabine County, Texas, together with the rights of ingress and egress and rights-of-way for the removal of said timber for a period of 10 years from and after June 29th, 1920.

Tract No. 106: All of the merchantable pine timber standing, growing and being upon 60 acres, more or less, of the Cicero Watson Pre-emption Survey of land in Sabine County, Texas, fully described in a timber deed from Edmond Watson, et al, to Hiram Knox, dated July 21st, 1917, recorded in Vol. "13" page 274, Deed Records, Sabine County, Texas, together with the right of ingress and egress and right of removal of said timber from said land for a period of 12 years from and after July 21st, 1917.

Tract No. 107: All the merchantable timber of every kind and specie, now standing, growing and being upon 87-2/5 acres of the J.I.Pifirmo Survey in Sabine County, Texas, fully described in a timber deed from W. H. Minton to Hiram Knox, dated October 7th, 1920, recorded in Vol. "18" page 636, Deed Records, Sabine County, Texas, together with the right of ingress and egress and right-of-way to remove said timber for a period of 10 years from the 7th day of October, 1920.

Tract No. 108: All of the hardwood timber standing, growing and being upon 640 acres of the T&NO Railway Company, Section No. 13, Abstract No. 210, Certificate No. 567, in Sabine County, Texas, together with the right of ingress and egress and right-of-way for the removal of said timber for a period of 10 years from the date of this instrument.

Tract No. 109: All of the merchantable timber now standing, growing and being upon 29 acres of the James Mason Headright fully described in a timber deed from C. H. Vickers and Wife to Hiram Knox, dated February 8th, 1921, recorded in Vol. "19" page 233, Deed Records, Sabine County, Texas, together with the right of ingress and egress and right of removal of said timber for a period of 10 years from the 29th day of July A.D. 1919.

Tract No. 110: All of the merchantable timber of every kind now standing, growing and being upon 62.7 acres, more or less, of the Martha Bullock Survey in Sabine County, Texas, fully described in a deed from W. E. Felts and Wife to Hiram Knox, dated June 17th, 1920, recorded in Vol. "18" page 366, Deed Records of Sabine County, Texas, together with the right of ingress and egress and right-of-way for the removal of said timber for a period of five years from the 17th day of June A.D. 1920.

Tract No. 111: All of the merchantable hardwood timber standing, growing and being upon 542.7 acres of T & N. O. R.R.Co. Section 3, situated about six miles E. of the town of Hemphill in Sabine County, Texas, and described as follows: Beginning at the S.W. Corner of said T & N.O.R.R. Co., Section No. 3, on the E.B. Line of T & N.O.R.R.Co. Section 13. Thence E. with the S. Line of Section No. 3, 1286.8 vrs. stake for corner from which a sweet gum 20 ins. brs. S. 40-1/2 \_\_\_\_\_ 9 vrs. and a sweet gum 10 ins. brs. S. 29-1/4 E. 5.6 vrs. Thence N. 15 E. at 421 vrs. stake from which a sweet gum 16 ins. brs. S. 87-1/2 E. 7.6 vrs, sweet gum 6 ins. brs N. 40 W. 9 Vrs. Thence N. 30-1/2 E. at 656 vrs. set stake mkd a pine 8 ins. brs. N. 42-1/2 W. 3-1/2 vrs, a pine 10" brs. S. 73 E. 1.8 vrs. Thence N. 63-1/4 W. at 199 vrs. stake for cor. from which a pine 7 ins. brs. N. 74 E. 2.9 vrs, a pine 8 ins. brs. S. 15-1/2 E. 5 vrs. Thence N. 1 W at 386 vrs. stake for cor. a white oak 8 ins. brs. N. 72-3/4 W. 4.6 vrs. a maple 5 ins. brs. S. 41 E. 3.7 vrs. Thence N. 89 E. 320 Vrs. stake in E.B. line of said section for cor. a pine 8 ins. brs. S. 23 E. 3.4 vrs. a pine 10 ins. brs. N. 50 E. 3.4 vrs. Thence N. 171 vrs. cor. on Martha Bullock's S. line a post oak brs. S. 12 vrs. a pine S. 53 E. 52 vrs. Thence West with Bullocks line at 1440 vrs. its S.W. cor., a pine brs. N. 2 1/2 W. 18 vrs. a do N. 83 E. 21 vrs. Thence N. at 1200 vrs. Bullock's N.W.

cor., on Lacy's S. line a pine brs. N. 17 E. 13 vrs. a do N. 36 W. 17 vrs. Thence West with Lacy's S. Line at 461 vrs to cor. from which a pine 12 Ins. brs. S. 75 E. 2 vrs. and a do brs. N. 20 E. 3 vrs. Thence S. with the E. line of T & N O Ry Co. Sec. No. 2, at 1900-8/10 vrs. the S.E. cor of No. 2, at 2810 vrs. cor. from which a pine 24 Ins. brs. N. 34 W. 10 vrs. and a do brs. S. 80 E. 14 vrs., the place of beginning.

Tract No. 112: All of the merchantable hardwood timber on 87.6 acres of Sec. No. 11, T & N O Ry Co., in Sabine County, Texas. described as follows: Beginning at the N.W. cor. of Sec. 11, stake from which a pine 4 ins. brs N. 1. W. 14 vrs., a pine 3 ins. brs N. 5 E 16. 6 vrs., and a pine 5 ins. brs. N. 15 W. 16. 3 vrs. Thence N. 88 E. with the N.B. Line of said Section at 140 vrs. stake for cor. a hickory 5 ins. brs. N. 12 E. 5.1 vrs. and a pine 18 Ins. brs. N. 78 E. 4.2 vrs. Thence S. 26 E. at 315 Vrs. stake for cor. from which a PO 10Ins. brs. S. 68 E. 10.3 vrs. and a sweetgum 16 ins. brs. N. 6- $\frac{1}{2}$  E. 11.6 vrs. Thence S. 18 W. at 186 vrs. Stake for cor. from which a sweetgum 16 ins. brs. S. 89 W. 2.8 vrs. and a sweetgum 14 ins. brs. S. 59 E. 11 vrs. Thence S. 16 E. at 362 vrs. stake for cor. fr. wh. a redoak 16 ins. brs. N. 68 $\frac{1}{2}$  E. 6.2 vrs. and a sweetgum 12 ins. brs. N. 86 W. 12.9 vrs. Thence N. 73 E. at 131 vrs. Stake for cor. on bank of creek from which a beech 18 ins. brs. S. 12 E. 2.6 vrs. and a hickory 14 ins. brs. N. 83 $\frac{1}{2}$  W. 11.3 vrs. Thence down the creek with its meanders S. 21 E. 73 vrs; S. 28.W 74 vrs; S. 61 $\frac{1}{2}$  W. 75 vrs; stake on east bank of branch, beech 16 ins. brs. S 38 W. 4.2 vrs., a redoak 18 ins. brs. N. 38 E. 3.4 vrs. Thence S. 9-1/2 W. at 350 vrs. cross creek, at 644 vrs. stake for cor. from which a pinoak 8 ins. brs S. 54 W. 3.7 vrs. and a pinoak 4 ins. brs S 85 E. 2.3 vrs. Thence S. 77 W. at 178 vrs. stake on side of tram road from which a redoak 4 ins. brs N. 33 $\frac{1}{2}$  E. 1.4 vrs. and an ash 3 ins. brs. S 10 W. 1.9 vrs. Thence S. 25 E. with tramroad 120 vrs.; S

37 $\frac{1}{2}$  E. 198 vrs. stake in S.B. line of Sec. No. 11, a black gum 8 ins. brs. N. 34 W. 5.9 vrs. and a beech 13 ins. brs. N. 26-1/2 E. 12 vrs. Thence S. 89 W. with the S.B. line of Sec. No. 11 at 235 vrs. its S.W. cor. Thence N.W. at 1901 vrs. to the place of beginning.

Tract No. 113: All of the merchantable hardwood timber standing, growing and being upon T & N O Ry Co. Sec. No. 2, about five miles east of the town of Hemphill, in Sabine County, Texas.

The right of ingress and egress and right of way for the removal of the timber described in tracts, Nos. 111, 112, 113, is given for a period of ten (10) years from the date of this instrument in which to remove said timber.

It is understood that the sawmill, planing mill, power house, dry sheds, machine shops, oil house, fuel house, pump house, dry kiln, dress shed, planing mill shed, repair shop, shipping office, lath mill, residences for employees, general office, hotel, restaurants, churches, commissary, together with all other buildings, improvements, appurtenances and fixtures appertaining thereto of every kind nature and character located and situated upon tracts No. 1 and 2 of the land first described herein and being formerly known as Knox Lumber Company sawmill and all plants, buildings, structures, houses and other improvements connected therewith at East Mayfield in Sabine County, Texas, and all buildings, structures, improvements and betterments of every kind nature and character hereafter placed upon said premises are to be included herein. All logging railroad, spur tracks, tram road equipment, locomotives and other appurtenances appertaining thereto which was purchased from Hiram Knox and Lillian M. Knox on July 23rd, 1921 by Mortgagor as well as all betterments, improvements, extensions and additions hereafter made are hereby included in this instrument. All improvements of every kind nature and character, real, personal or mixed now located on the above described land conveyed in fee as well as all improvements hereafter made on same by Mortgagor are hereby included in this conveyance.

TO HAVE AND TO HOLD all and singular the above described property, together with all timber thereon, and all rights, rights of way, privileges and appurtenances thereunto belonging or in any wise appertaining, and all sawmills and other woodworking plants, together with their respective equipment, and all buildings, structures, railroads and other improvements now or hereafter placed thereon and said logging operations on, or connected with the property hereby covered, and all other property, real, personal, or mixed of every kind nature or character, which by the terms of this instrument may be or become subject to the lien hereof, unto the said Trustees, their successors in trust, and assigns, forever.

But this conveyance is made in trust subject to the following terms and conditions, to wit:

#### ARTICLE 1

(1) All of the notes issued hereunder shall stand upon equality without regard to the date of issuance or delivery thereof, and the signature of the Mortgagor shall be the only and conclusive evidence that the notes have been issued herein, and no holder of any note, which shall be so signed shall be under any duty or obligation to ascertain whether the same shall have been duly issued or delivered according to the provisions hereof.

(2) All notes issued hereunder shall be in all things negotiable.

(3) If the time for payment of any note or notes shall be extended, whether or not the mortgagor shall consent thereto, such note or notes shall not be entitled, in case of default hereunder, to the benefit of this instrument, except subject to prior payments in full of all other indebtedness hereunder.

(4) The interest on all notes issued hereunder shall be payable upon presentation of the notes at South Texas Commercial National Bank in the City of Houston, Texas, Harris County, so that interest payment may be credited on the back of same when paid.

Provided, however, that in the event any note or notes are lost and cannot be presented at said bank, then and in such event the interest shall be paid to the party making proof of ownership upon their giving to said bank a bond on double the amount of the interest payable to the Trustees herein to indemnify the mortgagor from any liability by reason of such payment.

(5) Any notes outstanding hereunder may at the Mortgagor's election be redeemed before their fixed dates of maturity on any interest payment date, upon payment of the principal thereof, and the interest due thereon at the date of redemption, provided Mortgagor shall thirty (30) days before said interest payment date publish in the Houston Post, a newspaper of Houston, Texas, notice of its intention to do so, stating fully the number, amounts and maturity of the notes it expects to anticipate and pay, which said notice shall be published once each week thereafter until the expiration of said thirty (30) days, and after said notice shall have been published of the maker's intention to anticipate and pay said notes, as herein provided, the maker may deposit on the interest payment period in the South Texas Commercial National Bank of Houston, Texas, funds to pay off and discharge such note or notes, and all interest accrued thereon, and such deposit shall serve to stop interest on said note or notes, whether the same has been presented for payment or not, and said South Texas Commercial National Bank shall not be liable other than for the money so deposited to be paid without interest upon the surrender of such note or notes.

#### ARTICLE 11

The mortgagor covenants and agrees as follows:

(1) That at the time of the execution and delivery hereof it is lawfully seized and possessed of all the property hereby conveyed, has a good right to convey, and that it is unencumbered; except the encumbrance of the first mortgage elsewhere referred to herein, and that it warrants to forever defend the title to said property, and every part thereof unto the said Trustees, their successors and assigns against the lawful claims of all persons whomsoever.



(2) That the Mortgagor will do all things, which the Trustees deem necessary to keep this instrument a first mortgage on all of the property covered hereby ( except the property which is included in the first mortgage elsewhere herein referred to, and as to all property included in said first mortgage the Mortgagor will do all things, which the Trustees deem necessary to keep this instrument a second mortgage on all the property covered thereby) and upon all renewals thereof, and betterments thereto, and within a reasonable time after receiving from the Trustees a notice specifying the things to be done, or the instruments to be executed, will execute all such additional deeds, mortgages and other instruments as the Trustees may see proper for the better carrying out of the true intent and meaning of these presents.

(3) That the mortgagor will duly and punctually pay to every holder of any note or notes issued hereunder the principal and interest accrued thereon, as provided in said notes, and according to their tenor and effect, at the maturity thereof, whenever and however such maturity may be determined.

(4) That mortgagor will promptly pay all taxes, assessments and governmental charges hereafter legally imposed, assessed or levied upon all or any part of the property covered hereby, or upon the profits or income thereof, or upon this mortgage, or the debt secured hereby, or any part thereof, which is or may be or become a lien thereon, except that, with the prior written consent of the Trustees, it may in any legal way resist payment of any such tax, assessment or charge deemed unjust, or unauthorized; that before any such tax, assessment or charge shall become delinquent it will furnish the mortgagees with satisfactory evidence that the same has been paid; and that if it fails in making any such payment before such delinquency occurs, the Trustees or the Mortgagees or the holder of any note or notes outstanding hereunder may at their option pay the same, and the amount thereof, plus interest thereon at the rate of eight per cent (8%) per annum, shall be a lien on the property covered hereby prior to the lien of the notes issued

hereunder, and the person paying the same shall be subrogated to the rights of the state, county, city or other municipality, as the case may be.

That the Mortgagor will pay any judgment against it or other encumbrance permitted by it against the property covered hereby or any part thereof ( the lien of which might be held superior to the lien hereof) so that the priority hereof shall always be fully maintained.

(5) That Mortgagor will keep insured against loss by fire all sawmills, buildings and structures of every kind, and all machinery, equipment, appliances and appurtenances and other property, covered hereby ( other than such fireproof buildings as Mortgagees may specifically except in writing ) such as are usually insured by persons or companies engaged in like business, to at least eighty per cent of the insurable value thereof, such insurance to be made payable, in case of loss, to the Trustees by proper stipulations in the face of the policies, it being understood, however, that as to insurance on property secured by "First Mortgage" this paragraph is not to conflict with Section 6 of Article 2 of said First Mortgage, but is to run concurrently therewith so that this instrument shall be a second lien on all such insurance monies; that Mortgagor will place such insurance only with insurance companies of good repute approved by the Mortgagees and legally qualified to transact such business in the State of Texas; that Mortgagor will keep Mortgagees supplied with a list of all such policies, giving such details as the Mortgagees may request, and that upon the request of the Mortgagees the policies themselves shall be deposited with the Trustees herein for the purpose of carrying out this trust.

That this instrument shall constitute and be a first lien on any insurance monies that may be paid to the Mortgagor, (except the lien retained in the first mortgage on certain property therein as to which this shall be a second lien on all insurance monies that may be paid to Mortgagor or its successors or assigns for loss and damage to said property) and as to property described herein, but not included in the First Mortgage, this instrument shall

be a first lien on all insurance monies that may be paid to the Mortgagor, or its successors or assigns, for loss and damage to said property.

(6) That Mortgagor will keep all combustible raw material in the process of manufacture, and manufactured products owned by it, wheresoever situated and which can be insured, insured to the fair insurable value thereof against fire or damage by fire.

(7) That the Mortgagor will maintain all of said sawmills, accessory plants, logging plants, equipment and appurtenances, and all other property then covered hereby used or acquired for use in connection with its logging, transportation, manufacturing and other facilities, in thorough repair and working condition and supplied with motive power and equipment; and that they will from time to time make all needful repairs, renewals, replacements, additions and improvements ( which shall forthwith become subject to the lien hereof ) so that the mortgaged property shall always be fit for its intended use. Any old, worn-out, useless or obsolete machinery and equipment, which has been first superseded with new or improved machinery or equipment may be removed from the premises covered hereby, and disposed of free from the lien.

(8) That except as herein otherwise expressly provided, Mortgagor will not cut or deaden any timber covered hereby, nor permit same to be done, nor extract anything therefrom, nor commit nor permit any waste or other damage to any of the property then covered hereby, but will diligently preserve and protect the same, and maintain possession thereof as against all persons claiming adversely to the Trustees, the Mortgagees, or the holder of any notes hereunder.

(9) That the Trustees, or the Mortgagees herein may, at their option, inspect any or all the properties covered hereby whenever they may see fit.

(10) That all naval stores operations shall be done in a careful and workmanlike manner, so as not to kill and to do as little damage as possible to the timber, and subject it to the minimum of fire risk, and that no timber shall be so worked (or

turpentine) for more than three years.

(11) That the Mortgagor, when operating any of said properties, will carry liability insurance covering all of its employees engaged in its business in any of its departments.

#### ARTICLE 111

Subject to the right of suspension or revocation as hereinafter in item (c) of this Article provided, and so long as the mortgagor shall not be in default hereunder, either in the payment of money or otherwise, the Mortgagor shall remain in possession of all properties covered hereby, and ( subject to the limitations and restrictions in the preceding Article hereof ) may turpentine the timber or operate it for naval stores, and cut and remove the timber therefrom in and regular and usual course of business ( or contract for such operation and cutting and removal of timber therefrom ) subject, however, to the following conditions, which the Mortgagor hereby covenants and agrees to observe and perform:

(a) Concurrently herewith the Mortgagor and the Mortgagees have executed in duplicate an estimated stumpage list of even date herewith, an original of which has been deposited with each of them ( it being an estimate of the timber herein described, which was made by Lemieux Brothers & Company of New Orleans, Louisiana for the Mortgagees in the months of March and April 1921). Said list shows each tract of timber lands or timber leases covered hereby (and in some instances, subdivisions thereof) and the estimated stumpage thereon. The Mortgagor shall at all times keep an accurate record of the timber cut from each tract or subdivision. On July 23rd, 1922 and each year thereafter Mortgagor will furnish to the Trustees herein a written report signed and sworn to by some person acquainted with the facts (and bearing the certificate of the Mortgagor that it believes the same correct) showing: (1) the acreage cut over on each tract or subdivision during the preceding twelve months, together with such information regarding the specific area cut over as the Trustees or Mortgagees from time to time request, and also (2) specifically stating that during said period



no other timber has been cut from the mortgaged property.

(b) Concurrently with said report should same show that, Mortgagor has cut a total of more than Twenty Million feet of merchantable timber during the preceding twelve months, as shown by said estimated stumpage list herein referred to, Mortgagor shall pay to the Trustees \$5.50 per thousand feet, log scale, for all timber cut by it in excess of said Twenty Million feet during said preceding twelve months, which shall be by the Trustees credited on the last maturing notes hereunder.

It is understood and Mortgagor hereby covenants and agrees, however, that during its operations it will keep an accurate list of all tracts and subdivisions thereof of timber cut from the properties described herein, and as soon as the cut for any twelve months, based upon the estimated stumpage list herein referred to, has reached Twenty Million feet, that for all cut in excess thereafter during said twelve months it will pay to the Trustees \$5.50 per thousand feet for said excess on the 15th, day of each and every month for all excess timber cut on the previous month, which shall be by the Trustees credited on the last maturing notes hereunder, and the interest on the amount so paid shall cease. It is further specially understood and agreed that all notes herein are to be paid at maturity whenever and however such maturity may be determined, whether any of the timber described herein is cut or not.

(c) In case of default under this instrument, either in paying money, making reports, or otherwise, Mortgagees, or the holder of the notes hereunder, may during such default suspend the right of the Mortgagor to work or permit others to work any of the timber covered hereby for turpentine or other naval stores, or to cut, or permit the cutting or removal of timber. This right of suspension may be exercised by Mortgagees, or the holder of those notes whenever and as often as their judgment may dictate. If and whenever exercised it shall be by written notice to that effect to the Mortgagor, and a delivery of a copy thereof to the Trustees.

(d) All logging operations must be planned and conducted in logical sequence and according to the best and most

economical logging methods and all timber in any logging district topographically must be removed before logging operations in such district cease, to the end that the timbered area will not be gutted, nor scattered or isolated parcels left uncut, so that the logging chance therefor is rendered less advantageous than at the date hereof.

(2) Subject to the same right of suspension or revocation, and so long as the Mortgagor shall not be in default hereunder, either in the payment of money or otherwise ( and with the prior written consent of the Mortgagees, regardless of any such default ) the Mortgagor upon its written request from time to time shall be entitled to other releases herefrom as follows:

(a) To the release from the lien hereof of the timber on any tract or subdivision shown on said estimated stumpage list, upon payment to the Trustees of the sum of \$6.50 per thousand feet for the timber thereon according to said list, Any release under this paragraph shall be made with due regard to the safeguards for economical operation of the remaining timber as contemplated by Item 1-d of this Article, and in case of doubt on this point the discretion of the Mortgagees shall govern.

(b) With the prior written consent of the Mortgagees to the release from the lien hereof of such land, or of such timber, or of such land and timber, covered hereby as the Mortgagor may desire to exchange for other land, or other timber, or for other land and timber, which in the opinion of the Mortgagees is of approximately equal value; in which event the property received in exchange shall, either prior to or concurrently with such release be subjected to the lien of this instrument in a manner satisfactory to the Mortgagees, and also a supplemental estimated stumpage list covering any timber received in exchange shall be executed in triplicate by Mortgagor and Mortgagees and the Trustees, and an original thereof deposited with each of them, and all expenses incurred by the Trustees or Mortgagees in connection therewith shall be paid by the Mortgagor.

(c) To the release from the lien hereof of any cut over-lands upon payment to the Trustees of \$7.00 per acre, and all payments made for releases under Item 2 of this Article shall be credited upon the unpaid notes hereunder in the last order of their maturity, and the interest shall cease on the amount of such payments from the time when made.

(3) In case foreclosure shall not be pending hereunder all sums of money hereunder coming into the hands of the Trustees, the disposition of which is not herein otherwise provided for, shall be applied by the Trustees to one or more of the following purposes in the order named:

(a) Paying outstanding notes at their respective fixed dates of maturity.

(b) Purchasing outstanding notes before such respective fixed dates at prices not exceeding par and accrued interest agreeable to the Mortgagor and the Trustees.

(4) Upon the Mortgagor's written request the Trustees may allow it funds received from insurance to be applied towards the repair or replacement of or addition to such of the property covered hereby as may be satisfactory to the Mortgagees, provided the Trustees are first furnished with evidence satisfactory to them that in or about such repairs, replacements or addition the Mortgagor has either (a) theretofore actually expended an amount at least equal to the funds thus sought to be obtained from the Trustees, or (b) incurred indebtedness therefor to the extent aforesaid, in which last mentioned event the Trustees may in <sup>their</sup> ~~his~~ discretion pay such funds directly to the parties to whom such indebtedness is owed.

(5) In any and all cases where the Mortgagor now owns an undivided interest in any tract or parcel of real estate covered hereby, it shall have the right to partition the same, whether by agreement or by judicial proceedings, and to have its portion thereof allotted to it by specific description, whereupon such portion so allotted to the Mortgagor shall immediately and ipso facto be covered hereby, and be in all things subject to the lien hereof to the same extent and effect as if it were now and herein specifically

described as a part of the property conveyed hereby; whereupon this instrument shall create no lien or encumbrance on that portion of such tract or tracts, as may be partitioned or allotted to others.

#### ARTICLE IV

If the Mortgagor shall pay to the holders thereof (or to the Trustees for their benefit) the principal of all notes issued hereunder, and interest due thereon, according to their tenor and effect and all other indebtedness due hereunder, then and in that event all rights hereunder of the Trustees shall forthwith terminate as fully as if these presents had never been executed; and thereupon the Trustees on demand of the Mortgagor shall execute and deliver to it any instrument necessary to cancel this mortgage of record - for which purpose a deed of release executed by the Trustees alone shall be sufficient.

#### ARTICLE V

(1) The Mortgagor agrees that:

(a) If default be made in the due and punctual payment of the principal or interest on any notes then outstanding hereunder; or

(b) If default be made in the due observance or performance of any of its covenants or conditions hereunder, and such last mentioned default shall continue for a period of (60) days after written notice from the Trustees or Mortgagees or any holder of any of said notes by letter specifying the character of such default shall have been deposited in the United States mail addressed to the Mortgagor at Hemphill, Texas; or

(c) If a receiver or Trustee in bankruptcy shall be appointed for the Mortgagor; or

(d) If a receiver, assignee or other liquidating agent be appointed for all or any portion of the property covered hereby; or

(e) If a judgment or order be entered by any court for the sequestration of all or any portion of such property, then



and in every such case (subject to Item 4 of this Article) the Trustees or either of them may, and if indemnified to their satisfaction and thereunto requested in writing by the holder of at least Twenty per cent in amount of said notes then outstanding, shall (1-a) declare the principal of all notes hereby secured and then outstanding to be, and the same shall thereupon become immediately due and payable, anything contained in said notes or herein to the contrary notwithstanding; (1-B) enter upon and taken possession of the mortgaged property, or any part thereof, operate and conduct the business of the Mortgagor in so far as it relates to the property covered hereby to the same extent and in the same manner as the Mortgagor might do, collect and receive all rents, issues income and profits therefrom; (1-c) sell the property then covered hereby, or such portion or portions thereof as the said Trustees may see fit to the highest bidder for cash at the Court House door in Sabine County, Texas, at public outcry between the hours of ten o'clock A.M. and four o'clock P.M. on the first Tuesday in any month, after having given notice of such sale by posting up written, typewritten or printed notices at three or more public places in said San Augustine County, and at three or more places in said Sabine County, State of Texas, and which notice shall have been posted for at least twenty one days successively next before the day of sale, and after such sales, to make the purchaser or purchasers hereunder good and sufficient deeds in the name of the Mortgagor herein, conveying the property so sold to the purchaser or purchasers in fee simple with general warranty of title, and to receive the proceeds of such sales; (1-d) cause this instrument to be foreclosed, and the property then covered hereby or any part thereof to be sold in any other manner permitted by laws of the State of Texas for the foreclosure of mortgages; (1-e) proceed to protect and enforce the rights of the Trustees, and the holders of the notes hereunder, whether for specific performance of any covenant, condition or agreement herein contained, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as may, in the

opinion of counsel, he most effectual to protect and enforce the rights aforesaid; and (1-f) shall be entitled as of right, without notice, to the appointment of a receiver for the property then covered hereby, or any part thereof, and the Mortgagor hereby irrevocably consents to such appointment.

It is further specially contracted and agreed that any and all statements and recitations of ~~the~~ fact made in any deed, bill of sale or other conveyance executed by the Trustees hereunder shall be, and by all courts both of law and equity be held to be prima facie true.

(2) If the Trustees enter upon and operate the property covered hereby or any portion thereof as provided in clause (1-B) of Item 1 of this Article, <sup>they</sup> ~~he~~ shall apply all monies arising from such operation, first, to the expenses thereof, including reasonable compensation for <sup>their</sup> ~~his~~ own services and for the services of <sup>their</sup> ~~his~~ attorney, agents, and servants; second, to the maintenance, management and operation of the property, including the payment of taxes, assessments and other governmental charges; third, to the payment prorata of any amount of interest that may be due, and in default upon said notes, subject to Item 3 of Article 1 hereof; and, fourth, to the payment prorata of any amount of principal that may be due, and in default upon said notes, subject to said Item 3 as aforesaid, If all amounts in default shall be paid in full prior to the institution of foreclosure proceedings, the Trustees, after making any provision they deem advisable for the next installment of principal and interest, shall restore to the Mortgagor the possession of the premises. Should foreclosure proceedings be instituted and abandoned, the Trustees may, nevertheless, restore the property to the Mortgagor after making such provision for the next installment of principal and interest as they may deem advisable.

This power of entry and operation may be exercised as often as occasion therefor shall arise pending this trust.

(3) Any receiver appointed hereunder by any court of record for all or any portion of the property covered hereby may, in so far as the sequestered property is concerned, operate and

carry on the business of the Mortgagor as fully, freely and unrestrictedly as could the Mortgagor itself prior to such proceedings, and shall have all the rights and authority retained in the Mortgagor by this instrument, including the right, with prior written consent of the Mortgagees, to the release as herein provided of all or any portion of the mortgaged property.

(4) Upon the written consent of the holders of at least sixty per cent in amount of the notes then outstanding hereunder, the Trustees shall waive any default under this instrument, and its consequences (anything contained in this instrument to the contrary notwithstanding), except a default in the payment of principal, or interest of said notes at their respective fixed dates of maturity.

(5) Upon any such foreclosure sale, the property shall be sold either as a whole or in parcels at the Trustees option, and if in parcels, it shall be divided as the Trustees may consider for the best interest of the holders of these notes, and at the Trustees option it may be offered first by parcels designated as above, and then as a whole, that offer producing the highest price for the entire property to prevail, any law, statutory, or otherwise, to the contrary notwithstanding; and the Mortgagor hereby expressly waives the right to require any such sale to be made by the acre, or in parcels, or the right to select such parcels. It shall, be sufficient if any sale hereunder shall be conducted as required by the laws of the State of Texas pertaining to the foreclosure of mortgages or deeds of trust and any sale so conducted shall be conclusively held to be in compliance with the terms of this instrument.

(6) Upon such foreclosure sale it may be decreed that the purchaser, in making payment, shall be entitled (after paying in cash the costs and expenses of the sale and of the proceedings incident thereto and all other charges decreed to be paid in cash) to apply towards the payment of the remainder of the purchase price any note or notes issued hereunder, and entitled to participate in the proceeds of such sale, reckoning each note or notes so applied at such sum as shall be payable thereon out of such proceeds.

Proper receipts shall thereupon be given to the holders of such note or notes for the amount so payable thereon (if the net proceeds of the sale shall be sufficient to pay them in full) and the notes shall be delivered to the person making the sale under the decree of the court, or otherwise, for cancellation; or if the said net proceeds shall not be sufficient thus to pay in full, then proper endorsement shall be made thereon of the amount so paid, after which they shall be returned to the holders.

(7) In case of foreclosure hereunder the proceeds shall be applied:

(a) To paying all expenses of protecting and enforcing this trust, including a commission of two and one-half per cent to the Trustees, and all expenses incurred by them in connection therewith, and including reasonable attorney's fee for any services rendered in protecting or enforcing this trust.

(b) To paying pro rata all notes secured hereby without preference among them subject, however, to Item 3 of Article 1 hereof; but only interest, which has matured on notes then due, and the earned portion of the interest on the notes next maturing shall be entitled to participate in such proceeds.

(c) The balance, if any, shall be paid to the Mortgagor, or its order.

(8) If the proceeds of any such foreclosure shall be insufficient to pay in full all indebtedness hereunder, including all authorized expenses, court costs, attorney's fee, et cetera, the balance remaining unpaid shall be and remain a valid, subsisting and enforceable obligation of and against the mortgagor.

(9) In any proceedings hereunder by the Trustees, they shall not be required to manually produce the notes hereunder, but shall be entitled in all things to conduct the proceedings without their production, as if they were themselves the holder thereof; and the certificate of the Trustees as to the amount, denominations and numbers of the notes then outstanding shall be admissible as evidence of the facts therein recited, and held to be prima facie true and correct.

(10) Whenever action hereunder on said notes, either by the Trustees, or by the holders thereof, is justified, action may be taken over against all of the property covered hereby, or against any part thereof in their discretion; and no one or more actions, whether against the Mortgagor alone, or in connection with any other defendant, or against all or any portion of the property covered hereby, shall preclude any other or further action by the Trustees or note holders.

(11) Except as may be herein expressly provided to the contrary, no right or remedy herein conferred upon or reserved to the Trustees shall be, or is intended to be, exclusive of any other right or remedy, but shall be cumulative and shall be in addition to every other right or remedy given hereunder, or now or hereafter existing at law or in equity, or otherwise; and every power and remedy given by this instrument may be exercised from time to time as often as may be deemed expedient.

No delay or omission of the Trustees, or of any holder of the notes hereby secured, to exercise any right or power accruing upon any default, shall impair any such right or power or be construed as a waiver of any such default or an acquiescence therein.

(12) Anything in this instrument contained to the contrary notwithstanding, it is expressly agreed that if upon foreclosure sale hereunder the holders of a majority in amount of the notes then outstanding shall prior to such sale deposit them with the Trustees and shall in writing so request, the Trustees shall bid for the mortgaged property at such sale the amount specified in such request, provided/<sup>they are</sup> ~~maxis~~ first furnished with indemnity satisfactory to them and also (if they so demand) with cash sufficient to pay such part of said bid as cannot be paid with outstanding notes as hereinafter in this Item provided; that in case of the acceptance of said bid, the Trustees so acting shall acquire said property for the benefit of the holders of said notes then outstanding hereunder, none of whom shall, however, have any right, title, or interest, legal or equitable, in or to the property so

acquired, or the proceeds thereof, except as in this Item provided; that thereupon the Trustees so acting shall take such lawful measures as they deem for the interest of all holders of outstanding notes for the organization of a corporation to be formed for the benefit pro rata for all such holders, and upon such terms, conditions and limitations and in such manner as the holders of a majority in amount of such outstanding notes may in writing direct, to which corporation the property so acquired shall thereupon be conveyed, and each holder of outstanding notes shall then be entitled to receive from such corporation his proper pro rata share of its capital stock; that the Trustees so acting in paying for said property shall be obligated to pay in cash only such part of said bid as cannot be paid with outstanding notes, and may pay the remainder of the purchase price by bringing into court, either for cancellation or endorsement of credit as the amount of said bid may require, such of the outstanding notes as may then be in their possession, and by filing in said court a release, full or partial as the amount of said bid may require, of the remaining notes then outstanding; and that the cash furnished to or by the Trustees so acting as aforesaid, together with interest thereon at the rate of six per cent per annum from the date of such advances, and all expenses incident to the organization of such corporation, plus interest as last aforesaid, shall become the debt of such corporation to the parties so advancing the same.

(13) The Trustees hereunder may acquire, own and dispose of notes issued hereunder, with the same rights which <sup>they</sup> ~~he~~ would have if they were not such Trustees.

(14) All holders of notes hereunder by receiving the same shall be conclusively held to have assented to all provisions of this instrument.

#### ARTICLE VI.

(1) The Trustees or either of them or any successor to either of them, may resign and discharge themselves of their duties and responsibilities hereunder by written notice given to the

Mortgagor by registered letter addressed to it at Hemphill, Texas and deposited in the United States Mail. Such resignation shall take effect thirty (30) days after such deposit and at such earlier time as the Mortgagor may approve in writing, but such resignation shall take effect immediately upon the appointment of a successor if such appointment occurs before the time limited by such notice.

(2) In case of death or inability of the Trustees or either of them to act herein or in case of resignation of the Trustees or either of them herein a successor Trustee or Trustees shall be appointed within thirty (30) days thereafter who shall be named by sixty per cent of the holders of the then outstanding notes. If, however, the holders of sixty per cent of the then outstanding notes should fail to appoint such successor or successors within thirty (30) days, such appointment may be made by any United States Judge sitting in the State of Texas upon the application of the holder of not less than twenty per cent in amount of the then outstanding notes.

(3) Upon the appointment of any successor Trustee or Trustees the instrument of appointment shall be duly recorded in the real estate records of the county or counties in which portion of the property covered hereby may be situated, and thereupon such new Trustee or Trustees shall ipso facto and without any conveyance, become substituted for the retiring Trustee or Trustees and immediately vested with all the right, title, interest and authority hereunder of such last mentioned Trustee or Trustees; but any retiring Trustee or Trustees shall, if requested by the successor or successors, execute, acknowledge ( in such form as to entitle it to recordation ) and deliver to the successor or successors any instrument desired by the latter to evidence such succession.

#### ARTICLE VII.

(1) Subject to the provisions of Item 4 of Article 5 hereof, the Trustees may at any time take any action authorized hereby, but shall not be required to take action except upon the written request of the holder or holders of at least twenty per cent in amount of the then outstanding notes, and upon their being



The Trustees shall be fully protected in acting in good faith upon the advice of legal counsel, or upon the advice of others whom they may employ to aid them in performing their duties hereunder. They shall also be fully protected in acting upon any notice, request or other paper, or document believed by ~~him~~<sup>them</sup> to be genuine and to be executed by the proper person or persons and by proper authority, and no liability shall be imposed upon them because of the non-execution or defective execution of any paper or document they may believe properly executed.

The Trustees shall be entitled to such reasonable compensation hereunder, in case of foreclosure or taking possession of the property hereunder, as provided in Article 5 hereof, or in case the Trustees are requested to take action by the Mortgagor, for the purpose of releasing or exchanging lands, or lands and timber, or doing anything about this trust, then they are to be paid reasonable compensation for such service, or services by the Mortgagor, but in event of foreclosure or taking possession of the property in any manner as provided in Article 5 hereof the Trustees shall be entitled to reasonable compensation, including a commission of two and one-half per cent on actual sale of said property, or any part thereof and be reimbursed for all expenses and liability incurred, including all expenses of attorneys, agent or servants, employed by them hereunder, all compensation and reimbursements to the Trustees under this deed of trust shall be a lien on the property hereby conveyed prior to the notes hereby secured and the Mortgagor agrees to pay such compensation and made such reimbursements from time to time promptly upon demand.

#### ARTICLE VIII.

(1) In case any one or more of the provisions hereof, or if said notes shall, for any reason, be or be held to be illegal or invalid, such illegality or invalidity shall not effect any other provision hereof, or of said notes, but the same shall be construed and enforced as if such illegal or invalid provision had been omitted herefrom or therefrom.



deposited with them the notes of the parties making such request, or evidence satisfactory to them that such parties are the holders. Such request shall be considered as having been properly given by mailing the same by registered letter, signed by the holder or holders of at least twenty per cent in amount of the then outstanding notes, to the present Trustees at Luckin, Texas; or in the event a substitute Trustee is appointed, to the postoffice address named in the appointment under Section 2 of Article 6 herein, and depositing the indemnity bond with the South Texas Commercial National Bank, signed by a surety company approved by said bank for the benefit of the Trustees in the sum of \$1,000.00, or upon their depositing in said bank the sum of \$1,000.00 for the indemnification of the Trustees against the expenses incurred in such foreclosure. The Trustees hereby agree, upon accepting under this trust, to prepare and furnish to said bank within thirty days from the date of their acceptance, the form of the indemnity bond which they desire. After action is begun by the Trustees should they consider such payment or indemnity insufficient they may decline to proceed further until additional indemnity satisfactory to them is furnished.

(2) The Trustees shall not be under any duty or obligation not affirmatively expressed herein. They shall in no wise be responsible for the validity, execution, acknowledgment or recordation hereof, or for any of the recitations, covenants or agreements herein contained, or for the amount, value or description of the security covered hereby, or for fixing, preservation or continuance of the lien hereof, or for their own capacity or qualification to take the title, exercise the powers or act in case action should be required hereunder, or for the use or application of the notes, or their proceeds, or for failure to keep advised as to whether the Mortgagor is in default hereunder, or for the negligence of any person employed by them, or for any default or act of Commission or omission of any person or persons, or for the consequence of any act done in good faith, the breach of good faith by them being the ground of liability on their part. The Trustees shall be

(2) The word "Mortgagor" as used herein mean  
TEMPLE LUMBER COMPANY, its successors and assigns; the word  
"Trustees" as used herein means the Trustees herein named, or any  
successor for the time being of them or either of them; the word  
"Mortgagee" as used herein means Hiram Knox and Lillian M. Knox,  
their heris, representatives and assigns.

(3) The Trustees herein named hereby accepts the  
trusts herein and hereby declared and created and agrees to per-  
form the same upon the terms and conditions above set forth.

This instrument is executed in triplicate, each of  
which is and for all purposes shall be treated as an original.

IN WITNESS WHEREOF, the Said TEMPLE LUMBER COMPANY,  
a corporation, created and existing under the laws of the State of  
Texas, has caused this instrument to be executed in its corporate  
name by its proper officers, and its corporate seal to be hereunto  
affixed and attested, and E. J. Mantooth and Chester B. Collins  
have hereunto set their hand and seal, and this instrument has been  
signed, seal and delivered in the presence of witnesses as of the day  
and year first above written.

TEMPLE LUMBER COMPANY

By

*E. J. Mantooth*  
President.

ATTEST:

*M. N. Smith*  
Secretary.

*E. J. Mantooth*  
*Chester B. Collins*  
Trustees.

SIGNED, sealed and delivered by Temple Lumber  
Company in the presence of

and

SIGNED, Sealed and delivered by E. J. Mantooth  
and Chester B. Collins in the presence of

and

THE STATE OF NEW YORK )

COUNTY OF Suffolk ) -BEFORE ME A. Arthur Tuttlea Notary Public in and for Suffolk County,

State of New York, on this day personally appeared T.L.L. Temple known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that he executed the same as the act and deed of the Temple Lumber Company a corporation of Pineland, Texas, and as the President thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27<sup>th</sup> day of Sept 1921.

A. Arthur Tuttle  
 Notary Public

Suffolk  
 County

 State of New York.