

561

COUNTY OF Shelby

by and between **Steed Timber Company, Inc.**

WITNESSETH: . That for and in consideration of the sum of Two hundred seventeen thousand nine hundred
 (\$217,935.45)

All standing timber.

The S½ of Section 31, Township 21 South, Range 1 East, Shelby County, Alabama.

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 36, Township 21 South, Range 1 West, Shelby County, Alabama.

The North 30 acres of the NW¹/₄ of the NW¹/₄, Section 6, Township 22 South, Range 1 East, Shelby County, Alabama.

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 6, Township 22 South, Range 1 East, Shelby County, Alabama less one acre of Brasher dog pen.

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 6, Township 22 South, Range 1 East, Shelby County, Alabama.

The N $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 6, Township 22 South, Range 1 East, Shelby County, Alabama.

of _____ Shelby _____ County, Alabama.

(CONTINUED ON REVERSE SIDE)

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple, together with the full and free right of ingress and egress over all of said lands above described and, if necessary, over the adjoining lands of Grantors, with all necessary easements for logging roads and other easements necessary or convenient to the cutting and removing of said timber and wood, including the right to move and operate upon said lands skidders, tractors or trucks, and other machinery and equipment necessary or convenient for cutting and removing the timber and wood hereinabove except.

This conveyance is made subject to the following terms and conditions:

1. Grantee shall have until June 30, 19 84, to cut the above mentioned timber in such portion as it wishes to take. Title to any timber on said property not cut by said date shall revert to Grantors, but said

termination may be extended by Grantee for a maximum of n/a additional (months, years) upon payment

to Grantors of an additional sum of \$ n/a on or before termination date, or a proportional amount of above sum for a shorter period. Grantee shall have one month after termination date to remove its machinery, equipment and other property, including all timber which was cut prior to the termination date.

2. Grantee shall not be obliged to cut or remove any particular quantity or kinds of timber or to carry on its operations at any particular time or times within the terms hereof, or in any particular manner. Grantee may leave on the property such of the timber or parts thereof as it does not desire to take.

3. Grantors covenant that they are lawfully seized and possessed of the aforesaid timber and the lands upon which the same are situated; that same is free from all encumbrances and Grantors have a good right to sell and convey the same; that Grantors will, and their heirs and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.

4. Grantors do further agree to place Grantee and keep Grantee in peaceable possession of said property for the term on this contract for the purpose of its exercising its rights hereunder and do hereby agree to protect, indemnify and hold harmless the Grantee from any attempt by anyone to prevent Grantee from the exercise of its rights hereunder and from any claims which may be asserted or sustained against Grantee growing out of Grantee's exercise of its rights hereunder.

5. Special Provisions.

All exterior fences will be restored to original condition.

All tops will be removed from fields.

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 FEB 14 PM 2:51

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Deed	218.00
Rec	3.00
Ind	1.00
	<u>222.00</u>

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals on the day and date first above written.

STEED TIMBER COMPANY, INC.

C. S. Steed, Jr., President

Mary T. Steed, Secretary-Treasurer

(L.S.)

(L.S.)

STATE OF Alabama)

COUNTY OF Talladega)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that _____

Steed Timber Company, Inc.

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before

me on this day that, being informed of the contents of the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of February, 19 83.

Connie J. Lillard
Notary Public