Sophia A. Foust et. al. To T. R. Wagner.

The State of Alabama } This Indenture made and
Shelby County. } entered into this 16th day of July A.D. 1883 by and between Sophia A. Foust, James L. Foust Emory G. Foust, Louisa J. Foust, Mary M. Dunnam, and her husband William W. Dunnam, and Martha M. Reybon and her husband John Reybon all of said State & County parties of the first part, and Thomas R. Wagner, also of said State & County, of the Second part; Witnesseth: That whereas said parties of the first part, for and in consideration of the sum of Seven Hundred and twenty Dollars, to be paid to them by said party of the Second part, as follows: viz Fifty Dollars, to be paid in Cash, when this Deed is signed and delivered: Fifty Dollars on the 16th day of October A.D. 1883
Fifty Dollars on the 16th day of January A.D. 1884
Seventy Dollars on the 16th day of April A.D. 1884
and the balance of the purchase money in payments of One hundred Dollars, at every succeeding Twelve months on the 16th day of July of each succeeding year until the

same is fully paid the said Thomas R. Wagner executing his several promissory notes to secure the said deferred payments all bearing date hereof, and payable as follows viz Two notes for Fifty Dollars Each, payable respectively on the 16th day of October 1883, and 16th day of January 1884 and one for Seventy Dollars, payable on the 16th day of April 1884: all of the three said notes to be made payable to Sophia A Foust: One note for One note for One hundred Dollars, payable on the 16th day of July 1884 and made payable to Mary M. Dunnam: One note for One hundred Dollars payable on the 16th day of July 1885 and made payable to Martha M. Reybon: one Note for One hundred Dollars payable on the 16 day of July 1886 and made payable to ~~George~~ Emory G. Frost: One note for One Hundred Dollars payable on the 16th day of July 1887 and made payable to Louisa F. Frost: One Note for One hundred dollars payable on the 16th day of July 1888 and made payable to James L. Frost, but said Notes are not to bear interest have this day granted, bargained, sold and conveyed and by these presents, do grant bargain, sell and convey unto the said Thomas R. Wagner, all and singular the timber and all trees, now growing & being upon a certain tract or parcel of land situate lying and being in said County aforesaid, and more particularly described as follows, viz: The W½ of the NW¼ of the SE¼: The W½ of the SW¼ of the NE¼: the E½ of the NW¼: SW¼ of the NW¼ and S½ of the NE¼ of the NW¼ all in Section 15 Township 21 Range 3 West, containing One Hundred and eighty acres. the said Wagner paying Four Dollars per acre for said timber: the said parties of the first part further grant and convey unto the said Thomas R. Wagner, full and complete liberty and authority to himself and all his agents and workmen to fell, cut down, remove, and carry away, all of the said timber and trees that may be found upon said lands, at any and all times as he the said Wagner may deem proper, the said Wagner, his agents and workmen to have full and free ingress and egress to and upon said lands for felling, cutting down, removing and carrying away the said timber by hauling in or upon wagons, carts, by teams or trains

ways, or any other vehicle, with full right and privilege to dig and sink any well or wells on said lands as he the said Wagner may deem truth necessary for the purposes of his business. To have and to hold unto the said Thomas R. Wagner, his heirs and assigns all of the afore mentioned timber and trees, now growing upon said lands, with all the rights and privileges afore-mentioned, but it is distinctly understood and agreed by and between, said parties to this conveyance that the said Sophia A. Fourt is to have, the privilege, and she hereby reserves the right of cutting and using for her own use, such wood for domestic purposes as firewoods and rails for repairing in and around the fields now occupied and planted by her, as long as she lives or continues to occupy and reside in her present domicile. And the said parties of the first part covenant with the said party of the second part, that they are lawfully seized and possessed of said property, and that they have a good right to sell & convey the same, and that they will warrant and defend the title to the same, to the said party of the second part, his heirs and assigns forever.

In witness whereof the said parties of the first part have hereunto set their hands and seals this the day and year first above written.

S. A. Fourt (L.S.)
J. L. Fourt (L.S.)
E. G. Fourt. (L.S.)
L. Fourt (L.S.)
Mary M. Dunnam (L.S.)
William N. Dunnam. (L.S.)

The word "Wigg" on 6th line being erased, the word William N. interlined on the 6th line of the first page before signing. John Rabon (L.S.) Martin Rabon (L.S.)

The State of Alabama
Shelby County } I, Rufus C. Gorr, notary Public, and ex officio Justice of the Peace, in and for said County, hereby certify that Sophia A. Fourt, James L. Fourt, Emory G. Fourt, Louisa J. Fourt, Mary M. Dunnam and Wigg Dunnam, ~~Martin~~ M. Rabon, ~~John Rabon~~ whose names are signed to the foregoing ~~conveyance~~, whose names are signed to the foregoing conveyance, and who are known to me, acknowl=

edged before me, on this day, that being informed of the contents of said conveyance, they voluntarily executed the same, on the day the same bears date.
Witness my hand this the 16th day of July A. D. 1883
The words Martha M. Reyburn and John Rufus C. Jones.
Reyburn, being first erased & the words N. P. & Ex. Off. J. P.
voluntary on 11th line being first
interlined before signing.

State of Alabama. } I L. P. Leonard, N. P. & Ex-officio
Shelby County. } Justice of the Peace hereby certify that Martha M. Reburn and John Rabum whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of said convey ance they voluntarily executed the same on the day the same bears date.
Witness my hand this the 27th day of July A. D. 1883
the word voluntary on 25th line L. P. Leonard
being first interlined before } N. P. & Ex Officio Justice of the Peace
signing.
Filed for record August 21st. 1883 & recorded Oct. 31st. 1883.
James T. Leeper. Judge of Probate.