Power ~~gra~~ M.
To
Thos. R. Wagner.

State of Alabama. } Know all men by these presents:
County of Shelby. } that I, Jno. M. Powers of the State and County, first written, for and in consideration of the sum of One Dollar, to me in hand paid by T. R. Wagner, also of the said State & county the receipt whereof I do hereby acknowledge, and also for the further considerations and covenants hereinafter mentioned to be made and done by the said Thos. R. Wagner do by these presents, give, grant, bargain, sell and convey, unto the said Thos. R. Wagner, his heirs and assigns, all and singular, all the Pine timber measuring twelve inches (12) and over at the butt, now being and growing upon a certain piece, parcel or tract of land, situate, lying & being in the said County of Shelby and more particularly described by the Government Survey of said lands as follows: to wit: NW¼ of Sec. 35 and the S½ of the SW¼ of Sect. 26 township & range 3 West. The said Thos. R.

Wagner, paying for the said timber at the rate of Seventy five (75) cents for each and every one thousand feet board measure all such trees shall be found to contain, when felled, the measurement of same to be ascertained by the rule of measurement known as Scribers Rule. The trees are to be cut as is customary at Saw-Mills, the measurement to be made at the Mill Yard of the said Wagner, and payments for the said timbers to be made as follows: to wit:- Fifty Thousand feet to be paid for at the expiration of Sixty days from the date of this conveyance, and for Fifty thousand feet more at the expiration of Seventy days from date of this conveyance. All further payments to be made thereafter on the Fifteenth day of each month, for the timber, cut during the previous month. The said payments for the One Hundred Thousand feet as above set forth to be made whether the timber is cut or not and to be cut considered as payments made in advance in case the timber is not cut. The laps, tops & limbs of all trees cut to be made for the use of said Thos. R. Wagner free of any cost and charges. & further grant and convey by these presents unto the said Thos. R. Wagner full and free ingress & egress to and upon said lands for felling, cutting, and carrying away the said timbers tops, laps, & limbs, by hauling in or upon wagon carts, or other vehicles, or by teams & teamings the full right of way over said lands for the purpose of removing the said timber, tops, laps & limbs, with full and complete liberty and authority to himself, and all his agents and workmen, to fell cut down & remove, and carry away all the said timber, with the tops limbs & laps at any and all times as he the said Thos. R. Wagner shall deem proper. To have and to hold unto the said Thos. R. Wagner, his heirs and assigns forever, all the said timber tops laps and limbs now growing on said lands as aforementioned with all the rights and privileges hereinbefore mentioned and declared. & the said Jno. M. Powers hereby covenant with the said Thos. R. Wagner that I am lawfully seized and possessed of all said lands, and have a good and perfect right to sell and convey the said timber, and will warrant and defend the title to same to the said Thos. R. Wagner his heirs

and assigns forever against all persons claiming or to claim the same.

In witness whereof I have hereunto set my hand and seal this the twenty fourth day of May A. D. 1883.

Signed, sealed & delivered in presence of — J. M. Powers. (L. S.)
The words meaning twelve inches (12) and over at the butt between 12 & 13 line in first page being first interlined before signing.
G. N. Armstrong
J. M. Powers.
James M. Power.

State of Alabama } I Rufus B. Jones, Notary Public
Shelby County } & ex officio Justice of the Peace for said County hereby ~~certify~~ certify that George A. Armstrong, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being duly sworn stated that J. M. Power the grantor in the conveyance, voluntarily executed the same by making his mark in his presence, and in the presence of the other subscribing witness on the day the same bears date, that the attested the same in the presence of the Grantor, and of the other witness and that such other witness subscribed their names as witnesses in his presence.

Given under my hand this 27th day of June A. D. 1883.
Rufus B. Jones,
N. P. & ex of Justice of Peace.

The words Notary Public & ex officio on the 21st line 3rd page interlined before signing.

Filed Aug. 21st 1883 & recorded Oct. 31st 1883
James T. Leeper, Judge of Probate.