Armstrong G.L. & wife to Saginaw Lumber Co

Lumber Deed

State of Alabama. } This agreement made and entered
Shelby County. } into this 31st day of July 1895
by and between George L. Armstrong and Sarah J.
Armstrong his wife who joins him in the convey-
ance stated below, parties of the first part, and the
Saginaw Lumber Company a body corporate party
of the second part Witnesseth
That for and in consideration of the sum of Fifty
cents per thousand feet, board measure, measure-
ments to be made by Doyle's stick, by the Saginaw
Lumber Company on their log yard at their Mill;
of which amount the sum of Five hundred & fifteen
dol/,00 Dollars has already been advanced to the
parties of the first part by the party of the second
part, the receipt of which amount is hereby acknowl-
edged, the parties of the First part have bargained
granted sold and conveyed and do by these presents
grant, bargain sell and convey unto the Saginaw
Lumber Company the party of the second part,
all of the long leaf yellow pine timber and that
is known as the short leaf swamp or branch pine
suitable for saw mill purposes, which timber
shall measure expanding and not less than four-
teen inches at the stump, or butt, which timber
is now situate lying and growing upon the
following described land to wit the West half
of the North West quarter and the West half of the
South West quarter of Section Five (5) Township
Twenty one (21) Range Five (5) West in Shelby
County, Alabama - To have and to hold to the
said Saginaw Lumber Company its successors
and designs forever.
It is distinctly understood and agreed between
the parties hereto that the amount advanced,
as above stated is in part payment of the
timber hereinabove conveyed and also as an ad-
vance payment thereon.
It is further understood and agreed by and
between Geo. L. Armstrong and the Saginaw
Lumber Company, and the said George L.
Armstrong hereby binds himself to deliver on the
logways on the line of the Rail Road of the
Saginaw Lumber Company, within Twelve
(12) Months from August 1st 1895 all of the
long leaf yellow pine and that is known as
the short leaf swamp or branch pine,
suitable for saw mill purpose and mea-
suring expanding and not less than fourteen

inches at the stump or butt, to the amount of and not less than Fifteen thousand (15000) feet per week (board measure) unless otherwise directed by the Saginaw Lumber Company, until the entire amount of timber hereinabove conveyed shall have been delivered, and for such delivery the Saginaw Lumber Company agrees and binds itself to pay to the said George L. Armstrong the sum of Two 50/100 Dollars ($2.50/100) per thousand feet board measure, measurements to be made by the Saginaw Lumber Company on their log yard at their mill, by Doyle's stick. The said sum of Two 50/100 dollars being for the cutting and delivery of said timber and being in addition to the sum of Fifty cents per thousand feet for the timber above conveyed, It is further understood and agreed that the said George L. Armstrong is to deliver the said amount of timber per week until all the aforesaid timber shall have been delivered by him except and unless when the said Armstrong for any reason is directed by the Saginaw Lumber Company or its duly authorized agent, to discontinue such delivery; and should the said Armstrong be directed to discontinue the delivery of timber for a space of ten consecutive days at any time or times, it is agreed that for each ten consecutive days that he might be stopped he shall have the days in which to fulfill his contract of delivery in addition to the twelve months set out above.

It is further understood and agreed that although there has been advanced the said Armstrong the sum of Two Hundred & fifteen Dollars, on the purchase price of the timber, that the whole amount of the purchase price shall not be paid until all the timber above conveyed shall have been delivered upon the logways of the Saginaw Lumber Company as aforesaid.

It is further understood and agreed that settlements shall be had between the Saginaw Lumber Company and George L. Armstrong once each month on the 25-day of the month for work done during preceding month.

It is further understood and agreed as a part of the consideration for the making of this agreement by the Saginaw Lumber Co. that a right or right of way shall be and the same are hereby granted by the parties of the first part to the Saginaw Lumber Company upon over and on the land hereinabove described (except such

parts thereof as may be in cultivation) for log drays, wagons and carts, and this grant of rights of way shall extend through three years from the date hereof.

It is further distinctly understood and agreed that in case of the failure or default of said Armstrong from any cause, to deliver the Fifteen thousand feet of timber per week as hereinabove set out, then and in that event the Saginaw Lumber Co. and its duly authorized agents and servants, may go into and enter upon the land above described, and may cut haul and carry away all the timber hereinabove conveyed on their own account and shall not be liable to the said Geo. L. Armstrong or Sarah J. Armstrong his wife in any sum or damages except the Fifty cents per thousand feet for the timber as above stipulated and then only for such timber as shall not already have been paid for. In Testimony whereof and in acceptance of all the terms of the foregoing agreement the parties hereto have hereunto set their hands and affixed their seals the day and date first above written.

In the presence of J. M. Morgan } George L. Armstrong (L. S.)
Sarah J. Armstrong (L. S.)
Saginaw Lumber Co.
by Geo E Morris
Genl Mgr

Saginaw Lumber Co. Saginaw Ala.

State of Alabama } I. E. L. Fulton a Justice of the Peace
Shelby County } in and for the County aforesaid in said state hereby certify that George L. Armstrong and Sarah J. Armstrong his wife who are known to me came before me this day and being informed of the contents of the foregoing conveyance and agreement acknowledged before me that they executed the same voluntarily on the day the same bears date.

Given under my hand this 31 day of July 1895.
E. L. Fulton J.P.

State of Alabama } I. E. L. Fulton a
Shelby County } Justice of the Peace in and for the County aforesaid in said state certify that on this day there came before me the within named Sarah J. Armstrong known to me to be the wife of ~~the within~~ Geo. L. Armstrong and who being examined by me separate and apart from her husband touching her signature to the

within conveyance and agreement, and who being informed of the contents thereof acknowledged before me, that being informed of the contents of the within conveyance and agreement she signed the same voluntarily on the day the same bears date without fear constraint or threats on the part of her husband. Given under my hand this 31 day of July 1895.

E. L. Fulton, J.P.

State of Alabama }
Shelby County } I, E. L. Fulton a Justice of the peace in and for the County aforesaid in said State certify that Jno E. Morrison Known to me to be the Gen'l Manager of the Saginaw Lumber Company came before me this day and acknowledged that being informed of the contents of the within agreement, and being duly authorized thereto he signed the same for the Saginaw Lumber Company voluntarily on the day the same bears date. Given under my hand this 31st day of July 1895.

E. L. Fulton J.P.

Filed for record Aug 3rd 1895 & recorded,

Jno. S. Cooper Judge of Probate