The termination of this Contract recorded in Deed Book 63 Page 497

State of Alabama,
Jefferson County. } This Contract and Agreement, entered into this 12th day of February, 1904, by and between Karl Lumber Company, a body corporate under the laws of the State of Alabama, party of the first part, and William O. Grant, party of the second part, witnesseth: 1st, That the party of the first part shall furnish to the party of the second part the timber situated on the N.W.¼ and W½ of the N.E.¼ and the N½ of the S.W.¼ of Section 29, and the N.W.¼ of the N.E.¼ and the W½ of the N.W.¼ and the S.E.¼ of the N.W.¼ of Section 31, and the E½ of the S.W.¼ and the N.W.¼ of the S.E.¼ of Section 30 and the S.W.¼ of the S.W.¼ of Section 29; all in Tp 18, R. 1 East, in Shelby County, Alabama, to be manufactured into timber and lumber and laths upon the terms and conditions hereinafter mentioned. 2nd, And for the same purpose the party of the first part will furnish to the party of the second part all timber on such land as the party of the first part may purchase within two miles of Grants Mills, provided the party of the first part should purchase any timber or lands within the said radius; all of the timber to be furnished by the party of the first part to the party of the second part under Sections 1 and 2 of this agreement shall be about four million (4,000,000) feet.

3rd. The party of the second part hereby agrees to manufacture into lumber, timber, and laths the timber contained in the land mentioned in Sections 1 and 2 of this agreement. 4th. The party of the second part agrees to cut on all the lands mentioned in this contract all the timber that shall be designated for cutting by the party of the first part, and agrees not to cut any timber on any of said lands except such as is designated by the party of the first part.

5th. The party of the second part agrees to furnish to the party of the first part two hundred thousand feet (200,000) feet of lumber for each and every month during the life of this contract, and in addition thereto, to furnish to the party of the first part all laths which can be

economically manufactured out of the slabs which this amount of timber will produce each month.
6th. The party of the second part further agrees to deliver to the party of the first part at Vandiver, Ala F. O. B. cars, such timber and laths as may be ordered by the party of the first part from time to time, and any balance of lumber and laths which they may have sawed for the party of the first part which is not ordered delivered by the party of the first part shall be piled by the party of the second part, free of expense to the party of the first part, in the same manner as such lumber and laths are piled at Holbins in Clay County, Alabama, the same to be piled at least 200 feet from any wood working plant or dry kiln.
7th. The party of the second part agrees to manufacture the timber upon such lands in such sizes and grades as the party of the first part may prescribe and desire from time to time, and shall likewise surface all such timber and lumber as the party of the first part may prescribe and desire from time to time.
8th. It is further understood and agreed that the party of the second part shall do all the work under this contract in a workman-like manner, and according to the best standards of such work.
9th. The party of the first part agrees to pay to the party of the second part for lumber manufactured by the mills of the party of the second part the following prices, to-wit: up to and including 20 feet in length in the rough, $5.50 per thousand feet, board measure. If the same shall be surfaced, $1.00 more per thousand. From 22 to 30 feet inclusive in the rough, $6.50 per thousand feet, and if the same shall be surfaced or worked $7.75 per thousand, and for any lumber that is kiln dried the party of the first part agrees to pay to the party of the second part 60¢ extra per thousand for the kiln drying. For flooring ~~and~~ dropsiding and ceiling which is tongued and grooved, $8.00 per thousand feet. For beveled siding from 1 stock $4.00 per thousand feet. For beveled siding from 1¼ stock $5.00 per ~~m~~ feet. Laths $1.00 per thousand, whether same to be kiln dried, or not. The payment for such lumber to be made on or about the 15th day of each month for the material delivered at said Vandiver, Ala. during the previous month.

10th. It is mutually agreed and understood that this contract shall last until all the timber on the lands mentioned is cut as designated by the party of the first part up to four millions of feet (4,000,000). But if the market condition of Timber shall change and the prices of lumber shall fall, the party of the first part shall have the right to suspend this contract and decline to take the produce of the mill until such time as it may see fit to commence to take same again. And it is understood that if the party of the first part should deem it necessary to suspend this contract, it shall give thirty days notice of its intention so to do to the party of the second part, and at the expiration of said thirty days this contract shall be suspended until the party of the first part shall desire same to be resumed, and put in operation.

11th. It is further understood that upon the termination of this contract the party of the second part may, within a reasonable time, remove from the land of the party of the first part any houses, or plants or machinery or railroad rails or ties which he may have put upon the lands of the party of the first part in carrying out this contract if the same are free from incumbrances to the party of the first part. In witness of all which we herewith set our hands in duplicate this the day and date as above mentioned.

Witnesses:

J. H. Eddy.
B. W. Boaz.

Karl Lumber Company.
By John G. Karl, President.
W. D. Grant

W. D. Grant, who signed the above contract and who is the undersigned, has obtained advances, & now desires to obtain further advances from the Karl Lumber Company, and in order to so do makes the following statement and agreement: All the timber furnished and to be furnished to me under this contract, to be sawed belongs to, and is the property of the Karl Lumber Company and not in the undersigned, the same being delivered to me only for the purpose of being manufactured as directed by the Karl Lumber Company, and it is agreed that for any money, goods, chattels or merchandise of any character that the said Karl Lumber Company may

have advanced to me, or may hereafter advance to me in the future, the said Karl Lumber Company shall deduct from the monthly settlements the amount of such advances from the amount due and owing to me for the sawing and handling of said lumber.
Witness my hand this the 16th day of July, 1904.

Witness: B. S. Boaz. W. O. Grant.

Filed for record July 19th 1904 and recorded.

A. P. Longshore, Judge of Probate.