Articles of agreement made and entered into, between John Hartsfield and his wife Ella Hartsfield of the first part and H. W. Nelson of the second part, Witnesseth: That, whereas, on the 9th day of October 1905, the said H. W. Nelson Conveyed by deed to the said John Hartsfield, the following described lands situated in Shelby County, to-wit: the S 1/2 of S. W 1/4 of Section 14; the N. W 1/4 and the S 1/2 of N. E 1/4 and the N 1/2 of S. E 1/4 and E 1/2 of S. W 1/4 of Section 23; and the S. W 1/4 of the S. W 1/4 of Section 24, all in Township 20, Range 1 West, Comprising in all 520 acres; but reserving therefrom, to the said H. W. Nelson all the said timber on said lands with the right to cut and use the same for lumber, and also reserving to the said Nelson the right to have until the 25th day of December 1906, within which to cut and remove said saw timber from said lands; and whereas the said H. W. Nelson by reason of various hindrances, has been unable to complete the cutting and removal of said timber, as by the terms of said deed he agreed to do, the said John Hartsfield and wife, parties of the first part hereby agree to an extension of the time given to said H. W. Nelson, to cut and remove said timber to enable him to carry out his agreement as made in said Deed and the time for the cutting and removal of said saw timber by the said Nelson is hereby extended to the 25th day of December 1907; but upon the following terms and conditions to-wit: the right given to the said Nelson and reserved by him to cut saw timber on said lands shall include all saw timber, except oak trees measuring sixteen inches in diameter at the butt and all under that size; the right to cut oak trees extending only to those measuring over sixteen (16) inches in diameter at the butt, and it is hereby further agreed that the said H. W. Nelson in Consideration of the premises, shall have the right to locate, use and operate his Saw Mill, for the purpose of sawing lumber for a period of two years from _____ on said land, at a point on the West side of

Pumpkin Swamp public road, and about one hundred (100) yards more or less South of the Hubbard bridge on Yellow Leaf Creek; The said Nelson is hereby given the further right to Construct and use such tenement and stock house as he may deem necessary at or near said Saw Mill for the running and operating said Saw Mill, and he shall have and is hereby given the further right to passage or right of way over said land for water privileges, for the use of said Saw-Mill and for stock or otherwise, and also to a right-of-way over any of said lands not enclosed for hauling timber to said Saw mill, or for hauling lumber away. It is hereby agreed on the part of the said Nelson that at the expiration of two (2) years from the date of this Contract, or at the expiration of the time for the operating of said Saw Mill, as by the terms of this agreement, and in Consideration of the premises, the tenement and stock houses built by the said Nelson at or near said Mill, and on said lands, together with all manures accumulated on the premises at said Saw Mill shall become the property of said John Hartsfield.

Witness our hands and seals this the - day of January 1907.

Attest; J. E. Mahan

{ J. S. Hartsfield (Seal)
{ Ella Hartsfield (Seal)

The State of Alabama, Shelby County. { I. J. M. Crenshaw, a Justice of the Peace in and for said State and County, hereby Certify that John Hartsfield & - - Hartsfield husband and wife, whose names are signed to the foregoing instrument or Conveyance, and who are known to me, acknowledged before me on this day, that being informed of the Contents of the Conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this — day of January 1907.

Filed for record Nov. 18-1907-recorded. A. C. Longshore
Judge of Probate.