State of Alabama,
Shelby County. } Know all men By These Presents, that whereas, on this day, I have purchased from Jno. H. Williams, H. I. Williams, J. S. Williams, Mary A. Thurnell, and the heirs of Martha J. Leonard, to-wit: J. T. Leonard, Frederick Leonard, John Leonard and Annie Leonard, all being heirs of Frederick R. Williams, deceased, the timber on the following described lands to-wit: SE4 of NW4, NE4 of SW4, SW4 of NE4 and the NW4 of SE4, Section 36, Township 21, Range 1 East, Shelby County, Alabama, paying for said timber the sum of Five Thousand two hundred and Fifty Dollars ($5250.00), or at the rate of Thirty Five Dollars

($35.00) per acre for the timber on One Hundred and Fifty acres (150) and paying all of the purchase money in cash to Mary A. Murree, and the said Leonard heirs for their shares of said purchase money, and whereas, Jno. H. Williams, H. L. Williams, and J. S. Williams have agreed to wait on me for their shares of said purchase money, and I have this day executed to them my six promissory notes for the sum of Five Hundred sixty eight and 75/100 ($568.75) each payable to them, respectively as follows, First note payable on date 1st 1907, Second note Aug 1st 1907, Third note Oct 1st, 1907, Fourth note Dec 1st 1907, the fifth note Feby 1st 1908, and the Sixth note on April the 1st, 1908, in accordance with said agreement, without interest and now, in consideration of the premises, and in further consideration of Ten Dollars ($10.00) to me in hand paid, the receipt whereof is hereby acknowledged, I hereby further agree to pay to said Jno. H. Williams, H. L. Williams and J. S. Williams Two Dollars ($2.00) per thousand feet of lumber sawed from said timber, as fast as the same may be sawed, until said notes, shall have all been paid in full, and in addition to, and consideration of, the above, I further agree to keep a careful record of all my receipts and expenditures pertaining to the purchase of my saw mill, now located on said lands, and the operation of the same, including all necessary repairs, until all of said timber shall have been fully sawed up; and whatever net profits I shall have made in the enterprise of sawing, shipping and selling the lumber, manufactured from the timber cut on said land, I agree and bind myself by these presents, to divide equally between myself and the said Jno H. Williams, H. L. Williams and J. S. Williams, I to receive one half of said net profits and they to receive the other half. It is further agreed and understood that nothing herein contained shall be so construed as to constitute, by this contract a partnership between myself and the said Jno H. Williams, H. L. Williams, and J. S. Williams. It is hereby agreed and understood that by "timber", as

mentioned in this contract, is meant saw-timber, Six Inches (6) in diameter at the stump and upwards, and that the same is to be all cut off from said land by or before the expiration of three years from the date of this contract, after which time all rights under this contract shall cease, unless otherwise agreed.

In witness whereof, I have hereunto set my hand and affixed my seal, this the 19th day of March 1907.

Witness D. R. McMillan. W. T. Taylor (L.S.)

Filed and Recorded January 29th, 1908.

A. P. Longshore, Judge of Probate.