State of Alabama, } This agreement made and entered
Jefferson County } into this the 19th day of January, 1920.
By and between S. F. Cunningham and J. H. Cunningham
hereinafter called the Vendors, for themselves, their heirs,
executors and Administrators, and H. B. Harper hereinafter called the purchaser for himself, his heirs, executors and administrators.

Witnesseth:

1st. That the Vendors, in consideration of the sum of Thirty six hundred Dollars to be paid to them by said purchaser, twelve hundred Dollars of which is to be paid cash, with the execution of this instrument, and the remainder as follows, to-wit; six hundred Dollars on the 1st day of July 1920 six Hundred Dollars on the 1st day of September 1920, and twelve hundred Dollars on the 1st day of November, 1920, said deferred payments being evidenced by promissory notes executed by the purchaser to the Vendors, and of the other agreements hereinafter contained on the part of the purchaser doth by these presents grant bargain, sell and convey unto the purchaser all of the timber measuring above six inches in diameter, eighteen inches above the ground, standing and growing and being on the following described land to-wit; The West 1/2 of the Northwest 1/4 of Sec 11 Tp 20, Range 2 West,

The North ½ of the Southeast ¼ and the Northeast ¼, and South ½ of the Southwest ¼ and the Northwest ¼ of the South West ¼ Sec. 10, Tp. 20 Range 2 West, and the Northwest ¼ of the Northwest ¼ of Sec. 15 Tp. 20 Range 2 West, The East ½ of the Northeast ¼, Sec. 16, Tp. 20, Range 2 West, containing 560 acres more or less, with the exception of the Right of way of the A. B. & A. Railway Co. situated in Shelby County Alabama, together with full and free liberty of entry and right of way for said purchaser, his servants, agents, workmen, tenants and teams, in, thru and upon said premises for the purpose of felling, cutting down and carrying away said trees and also the right to build tenant houses, log kilns, saw mills and other buildings necessary and convenient for the removing, cutting, felling and manufacturing said timber by January 20, 1923.

2nd. In Consideration whereof, the said purchaser does by these presents agree to pay unto the said Vendors, their Heirs, Executors and Administrators the sum of Twelve Hundred Dollars Cash, Six hundred Dollars on the 1st day of July 1920, Six hundred Dollars on the 1st day of September 1920, and Twelve hundred Dollars on the 1st day of November, 1920 without deduction.

3rd. Also, the said purchaser, his Executors, Administrators or assigns agree to cut down and carry away said trees before the 20th day of January, 1923, and in so doing will do as little damage as possible to the property of the said Vendors and will leave on said premises all dwellings and buildings erected by him used in and about the cutting and manufacturing of said timber, they becoming the property of the Vendors herein, except the saw mill and dry kilns which he reserves the right to remove on the termination of this Contract.

4th. It is further agreed by and between the Vendors and Purchaser that in the event of his failure to pay either one of the deferred installments when the same becomes due that this Contract shall be null and void, at the option of the Vendors, their heirs, executors, administrators or assigns,

and he shall forfeit to the Vendors all money paid up to this breach of the contract, and that he will vacate said premises upon ten days notice in writing given to him, his heirs, executors, administrators or assigns by the Vendors their agents, administrators, executors or assigns, and that he will forfeit the right to remove the saw mill building and the dry kiln and they shall immediately become the property of the Vendors herein. That the notes given for the deferred payments for the timber herein shall be a lien on the property herein purchased and on all mills and other machinery and property buildings on and about said premises, as a security for the deferred payments, but this security shall not in any way effect the right of the Vendors herein to vacate or annul this contract in the breach of same as hereinabove provided.

5th. It is further agreed that time being the essence of this contract, that the purchaser, his agents, administrators or assigns will vacate the premises herein on said 20th day of January, 1923, and that his remaining on said premises after the said date without the consent of the Vendors herein shall render him a trespasser and liable to a suit for possession on five days written notice given by the Vendors, their executors, administrators or assigns to vacate.

6th. It is further agreed by the Vendors that the purchaser may use the buildings now on said premises, provided he puts the same in repair, but the Vendors do not warrant to the purchaser the possession of said buildings or to deliver possession of said buildings to him.

7th. It is further agreed that the purchaser will not destroy any fences or improvements now on said property nor permit the same to be done, such act on the part of the purchaser will be a violation of the terms of this contract and subject the same to forfeiture at the option of the Vendors.

In Witness Whereof, N. P. Cunningham, wife of S. F. Cunningham, and Viola Cunningham, wife of

J. H. Cunningham, the vendors herein, join in the execution of this contract for the purpose of conveying their dower, and the said vendors and purchaser do hereby sign their names to this contract in duplicate on the day and date hereinabove mentioned.

S. F. Cunningham.
H. P. Cunningham,
J. H. Cunningham
By S. F. Cunningham.
Viola Cunningham.
By S. F. Cunningham
H. P. Harper.

Witness;
Jas C. Hall.

U. S. REVENUE STAMPS
for $ 1 and 50 cts.
Attached to this Instrument

State of Alabama,
Jefferson County } I, Janette L. Kerlin, a Notary Public in and for said County, in said State, hereby certify that S. F. Cunningham, whose name is signed to the foregoing conveyance as Attorney in fact for J. H. Cunningham and Viola Cunningham, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 24 day of January, 1920.

Janette L. Kerlin
Notary Public.

State of Alabama. } I, Janette L. Kerlin, a Notary
Jefferson County. } Public in and for said County, in said State hereby certify that S. F. Cunningham and wife H. P. Cunningham, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand, this 24 day of January, 1920.

Janette L. Kerlin
Notary Public.

State of Alabama } I, Janette L. Kerlin, a Notary Public
Jefferson County. } in and for said County, in said State, hereby certify that H. P. Harper, whose

name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 24th day of January, 1920.

Jannette L. Hodges
Notary Public.

State of Alabama } J. F. W. Weaver, Judge of Probate
Shelby County } hereby certify that the within contract was filed in this office for record 7 day of Febry, 1920, at 9 o'clock A.M. and recorded in Deed Record 67 Pages 144-48 and examined.

J. W. Weaver
Judge of Probate