

State of Alabama, } This Indenture, made this 19th day
County of Shelby, of June 1920 by and between A. J.
Allen and Virian Allen, his wife, hereinafter called
Grantors, parties of the first part, and Roden Tool Com-
pany, an Alabama Corporation, hereinafter called Grantee,
party of the second part.

Witnesseth:

That for and in Consideration of the sum of One Dollar
(\$1.00) to the Grantors duly paid by the Grantee, the receipt of
which is hereby acknowledged, and of the payments to be
made by the Grantee to the Grantors, as hereinafter pro-
vided, the Grantors do hereby grant, bargain, sell and con-
vey unto the Grantee all of the saw timber and mine
timber located on the following described lands situated
in Shelby County, Alabama, viz; $\frac{1}{2}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of a section
of Township 20, Range 3 West, and also the $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of
said section, Township and Range, except a right of way
of the N. P. R. R. Consisting of about $4\frac{1}{3}$ acres, all the property
h hereby conveyed consisting of $1\frac{1}{3}-\frac{1}{3}$ acres more or less,
to have and to hold unto the Grantee, for the period of
five (5) years from the date hereof, with full right and
privilege during such period to enter upon said described
lands and cut and remove said timber and in connection
therewith to use so much of the surface of said land as

may be necessary for a saw mill site or sites, a lumber camp and ways or rights of ways for the purpose of hauling the timber cut therefrom over this land to adjoining lands, and also the right to use from any of said lands such water as may be necessary for saw mill or saw mills, lumber camp or camps and other purposes of the Grantee in connection with the cutting and removal of said timber. The Grantors shall have the right to use such of said lands as have been cut over and from which the timber sold hereby has been removed, as and when the same are cleared for farm lands, provided, however, that such use shall not interfere with the operations of the Grantee in cutting and removing said timber and that the Grantee shall not be liable to the Grantors for any damage to any of said farm lands occasioned or occurring in connection with the cutting and removal of said timber from any lands not so cleared.

The Grantee agrees to pay to the Grantors on account of all timber cut and removed from the lands during each calendar month during said five year period, on the 15th day of the following month, at the following prices:

(a) Saw Timber	\$3.50	per thousand Board feet, log measure.
(b) Mine Timber	\$1.25	per hundred, Props all lengths to 6 1/2 ft \$1.50 " Special props all 1, up to 5 ft \$2.25 - " Oak Slope Ties.
		1.50 " Oak Heading Ties.
	.50	" Pine Room Ties.
	\$4.00	" Skinned Logs, 8 ft. long.
	.15 -	" Sprags.

Upon the expiration of said five year period the timber remaining on the land and not cut off and removed by the Grantee, shall revert to the Grantors, but the Grantors shall have thirty (30) days after the expiration of said five year period in which to remove any and all property placed upon said lands by the Grantee, all of which said property so placed upon the land by the Grantee shall at all times be and remain the property of the Grantee and the Grantors, for themselves, their heirs and personal representatives, do hereby covenant with the Grantee, its successors and assigns, that they, the Grantors, are

lawfully seized in the possession of the property and rights herein granted, that they have the right to sell and convey the same, and that they will, and their heirs and personal representatives shall warrant and defend the same and the title there to to the Grantee, its successors and assigns, against the lawful claims of all persons.

In witness whereof, the Grantors have hereunto set their hands and seals and the Grantee has caused this instrument to be executed in its corporate name by its President hereunto duly authorized, in duplicate this 19th day of June 1920.

Roden Coal Company.

By B. F. Roden

President

A. H. Allen

Vivian Allen (L.S.)

State of Alabama } I, G. E. Ellis, a Notary Public in and
County of Bibb for said County, in said State, hereby certi-
fy that A. H. Allen and Vivian Allen, his wife, whose
names are signed to the foregoing instrument, and who
are known to me, acknowledged before me on this day,
that being informed of the contents of the instrument, they ex-
ecuted the same voluntarily on the day the same bears date.

Given under my hand this 19th day of June, 1920.

Seal J. G. E. Ellis

Notary Public Ex-off. P.

State of Alabama } I, G. E. Ellis, a Notary Public in and for said
County of Bibb County, in said State, do hereby certify
that on the 19th day of June, 1920, came before me the within
named Vivian Allen, known to me to be the wife of the within
named A. H. Allen, who being examined separate and apart
from the husband touching her signature to the within instru-
ment, acknowledged that she signed the same of her own
free will and accord, and without fear, constraint or
threats on the part of the husband.

In witness whereof I have hereunto set my hand this the
19th day of June 1920.

Seal J. G. E. Ellis

Notary Public Ex-off. P.

State of Alabama } I, G. H. Shaver, Judge of Probate hereby certify that
Shelby County, the within Deed was filed in this office for record
8 day of Nov. 1920 at 2 o'clock P.M. and recorded in Deed Record
71 Pages 73-75 and examined.

G. H. Shaver
Judge of Probate