State of Alabama } This Indenture made this 22nd day of June,
Jefferson County. } 1920, by and between W. J. Nunnally, a Widower, hereinafter called Grantor, party of the first part, and Roden Coal Company, 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 Grantor 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 provided, the Grantor does hereby grant, bargain, sell and convey unto the Grantee all of the saw timber and mine timber located on the following described lands situated in Jefferson and Shelby Counties, Alabama, viz: S W¼ of the S.W¼ of Section 33, Township 19, Range 3 W. located in Jefferson County, Alabama East½ of the N E¼ and S. E¼ of S. E¼ in Section 5, Township 20, Range 3 W. West½ of N W¼ and S. E¼ of N. W¼ of Section 4, Township 20 Range 3 W. - except the timber from the Creek to L & N Railroad on the East side of Chestnut ridge in the N W¼ of N W¼ of Section 4, Township 20, Range 3 West and S E¼ of N. E¼ of Section 5, Township 20 Range 3 West.

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 land, and also the right to use from any of said land 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 Grantor 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 Grantor 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 Grantor 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 6½ ft.

$1.50 do Special Props " " " 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 years period the timber remaining on the land and not cut off and removed by the Grantee shall revert to the Grantor, but the Grantee 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 Grantor, for himself, his heirs and personal representatives, does hereby Covenant with the Grantee, its successors and assigns, that he, the Grantor, is lawfully seized in fee simple of the property and rights herein granted, that he has the right to sell and convey the same and that he will and his heirs and personally representatives shall warrant and defend the same and the title thereto to the Grantee, its successors and assigns, against the lawful claims of all persons.

In Witness Whereof, the Grantor has hereunto set his hand and seal and the Grantee has caused this instrument to be executed in its Corporate name by its President thereunto duly authorized, in duplicate this 22nd day of June, 1920.

Roden Coal Company
By B. F. Roden President

W. J. Kennedy

State of Alabama } I. G. E. Ellis, a Notary Public in and
Bibb County. } for said County, in said State, hereby
certify that M. J. Nunnally, a widower, whose name is
signed to the foregoing instrument, and who is known
to me, acknowledged before me on this day that, being in-
formed of the contents of the instrument, he executed
the same voluntarily on the day the same bears date.
Given under my hand this the 22nd day of June, 1920

G. E. Ellis
Notary Public Ex. Off. J.P.

State of Alabama }
Shelby County } I. G. H. Weaver, Judge of Probate,
hereby certify that the within Deed was filed in this office
for record 8 day of Nov. 1921, at 2 o'clock P.M. and
recorded in Deed Record 71 Pages 76-78 and Examined.

G. H. Weaver
Judge of Probate.