```
THE STATE OF ALABAMA )

JEFFERSON COUNTY )
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KNOW ALL MEN BY THESE PRESENTS, that, whereas, the undersigned C. H. Grayson and Gertie Maye Grayson did heretofore sell and by their deed bearing date the 27th day of February 1923, convey to the Vida Lumber Company, a corporation certain lands and properties, and

WHEREAS, included in the lands and properties so sold and conveyed was certain lands and properties which were in said deed described as follows, to-wit:

"All our right, title or interest in or to that certain lot or parcel of land situated in the town of Leeds in Jefferson County, Alabama, which the said C. H. Grayson has contracted to buy from the Leeds Improvement Company;" and also "Those certain trees and timber and timber rights in approximately One Hundred Sixty (160) acres of land which the said C. H. Grayson has contracted to buy from J. D. Arnold and others situated in Shelby County, Alabama;" and

WHEREAS, the said Vida Lumber Company on the said 27th day of February, 1923, executed its mortgage conveying to said C. H. Grayson all of the lands and properties so purchased by it from him to secure an unpaid balance of the purchase price of said properties in the sum of Three Hundred Eighty Thousand (\$380,000.00)

Pollars which said mortgage has been duly recorded in the office of the Probate

Judge of Jefferson County, Alabama, in record of Mortgages volume 1201, page 549, and in the office of the Probate Judge of Shelby County, in record of mortgages, volume 137, pages 1 et seq; and

WHEREAS, said lands and properties so conveyed were described in said mortgage in substantially the same words as they were described in said deed, and

WHEREAS, the said Leeds Improvement Company did on the 19th day of March 1923 by its Warranty deed convey to said Gertie Maye Grayson said lot or parcel of land situated in the Town of Leeds, which the said C. H. Grayson had contracted to buy from the said Leeds Improvement Company, and

WHEREAS, H. M. Arnold and wife, Van Attie Arnold did by their warranty deed dated the 3rd day of April 1923, convey to said C. H. Grayson the said certain trees and timber and timber rights in approximately One Hundred Sixty (160) acres of land, which the said C. H. Grayson had contracted to buy from J.D. Arnold and others situated in Shelby County, Alabama, and

SHEREAS, the said C. H. Grayson and Gertie Maye Grayson desire to vest in the said Vida Lumber Company the title to said lands, properties and property rights so conveyed to them respectively by said Leeds Improvement Company and said H. M. Arnold and wife, Van Attie Arnold as aforesaid, subject to said mortgage executed by the said Vida Lumber Company to said C. H. Grayson for a part of the purchase price of said properties.

NOW, THEREFORE, in consideration of the premises and in further consideration of Five (\$5.00) Pollars to the undersigned C. H. Grayson and Gertie Maye Grayson in hand paid by Vida Lumber Company, the receipt whereof is hereby acknowledged we the said C. H. Grayson and Gertie Maye Grayson do hereby grant, bargain, sell and convey unto the said Vida Lumber Company the following described lands, properties and property rights, viz:

PARCEL I. That certain lot or parcel of land situated in the town of Leeds, in Jefferson County, Alabama, which was conveyed by the Leeds Improvement Company to

Gertie Maye Grayson by deed dated the 19th day of March 1923, more particularly described as follows: Commencing at the northwest corner of the northwest quarter of the northeast quarter (NW $\frac{1}{2}$  of NE $\frac{1}{4}$ ) of Section twenty one (21), township seventeen (17) south, range one (1) east, run west along north line of said section one hundred thirteen (113) feet; thence south twenty five (25°) degrees, thirty (30') minutes west fifty one (51) feet; thence south sixty four (64°) degrees, thirty (30') minutes east one hundred (100) feet; thence north twenty five (25°) degrees, thirty (30') minutes east one hundred three and 7/10 (103.7) feet to point of beginning; and commencing at the northwest corner of the northwest quarter of the northeast quarter (NV2 of NE2) Section twenty one (21), township seventeen (17) south, range one (1) east, run north twenty five (25°) degrees thirty (30') minutes east thirty three and 8/10 (33.8) feet to south side of Bleventh Avenue (11th); thence along said south side of Eleventh (11th) Avenue in a westerly direction eighteen and 71/100 (18.71) feet to east line of southeast quarter of southwest quarter (SE tof SW t) of Section sixteen (16) township seventeen (17), south, range one (1) east; thence south along said land line to point of beginning.

PARCEL II. Those certain trees, timber and timber rights in approximately one hundred sixty (160) acres of land which the said H M. Arnold and wife Van Attie Arnold by their warranty deed dated the 3rd day of April, 1923, conveyed to said C. H. Grayson and which are more particularly described as follows:

All the trees and timber twelve inches in diameter and upward at the stump, now standing, growing and being upon the following described lands, namely:

The east half of the northwest quarter ( $E_2$  of  $NV_4$ ) and the southwest quarter of northwest quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section six (6), township nineteen (19) range one (1) west, and the northwest quarter of southwest quarter (NV/2 of SV/2) of Section thirty one (31), township eighteen (18) range one (1) west, containing one hundred sixty (160) acres, more or less, situated in Shelby County, Alabama; together with the right of ingress, egress and regress for said Vida Lumber C mpany, its successors and assigns, and its or their agents, servants, contractors and employees over and across said lands for the purpose of cutting and removing and manufacturing said timber, and the right to build, construct, maintain and operate all railroads; dirt roads, tram roads and other ways along and across any part of said land for the purpose of cutting and removing said timber and trees from said land, and the right to place upon said lands any other structures, machinery plants, mills, houses or materials of any nature or description necessary, incident or desirable in or about cutting the said timber and trees upon said land, together with The right to remove from said land any structure, machinery, plants, mills, houses or other propety so placed thereon; the right to use any water that may be upon said land, and any and every right, privilege, franchise, easement, use and occupancy of said land which may be necessary, incident or desirable in the cutting and removing the said timber and trees from said lands; the said Vida Lumber Company, its successors and assigns to have, and being hereby granted, such rights, privileges and easements in said lands and the right to cut and remove said timber and trees therefrom for and during the period of three (3) years from the 3rd day of April, 1923; the title to all such timber and trees on said lands which are not removed during said period of three (3) years from said 3rd day of April 1923, shall revert to the said H. II. Arnold.

TO HAVE AND TO HOLD to the said Vida Lumber Company, its successors and assigns forever.

This conveyance of said lands to said Vida Lumber Company is to have the same force and effect as if the lands, properties and property rights herein and hereby conveyed had been fully vested in the said C. H. Grayson and Gertie Maye Grayson on said 27th day of February, 1923, and had been fully described in and conveyed by said deed executed by the said C. H. Grayson and Gertie Maye Grayson to said Vida Lumber Company dated said 27th day of February 1923, and

WHEREAS, the undersigned Vida Lumber Company, a corporation, desires to reconvey said lands, properties and property rights conveyed to it by said C. H. Grayson and Gertie Maye Grayson by this instrument to secure said indebtedness of the said Vida Lumber C mpany to the said C. H. Grayson for the balance of the purchase price owing by said Vida Lumber Company to said C. H. Grayson for the lands, properties and property rights described in said mortgage heretofore executed by said Vida Lumber Company to said C. H. Grayson, dated the 27th day of February, 1923, and with the same force and effect as if said lands, properties and property rights hereinbefore particularly described had been fully and perfectly described in and conveyed by said mortgage.

NOW THEREFORE, the undersigned Vida Lumber Company, a corporation, in consideration of the premises and in further consideration of the sum of Five (\$5.00) Pollars to the said Vida Lumber Company in hand paid by said C. H. Grayson, the receipt whereof is hereby acknowledged, and to secure the payment of that certain indebtedness mentioned and described in said mortgage executed by said Vida Lumber Company to said C. H. Grayson dated the 27th day of February, 1923, said Vida Lumber Company does hereby grant, bargain, sell and convey unto the said C. H. Grayson the said lands, properties and property rights, PARCEL I AND PARCEL II hereinbefore particularly described.

Upon the conditions set forth in and subject to all the terms of said mortgage heretofore executed by the said Vida Lumber Company to the said C. H. Grayson dated the 27th day of February, 1923, this conveyance to have the same force and effect as if the title to said lands, properties and property rights hereby conveyed, had been vested in said Vida Lumber Company at the time of the execution of said mortgage dated the 27th day of February, 1923, and saidlands, properties and property rights had been fully and perfectly described in and conveyed by said mortgage; it being the intent and purpose of this conveyance and this conveyance to have. the effect of amending said mortgage dated the 27th day of February 1923, so as to complete and perfect the description of the lands, properties and property rights in said mortgage and fully and effectually to incorporate and include the lands, properties and property rights here inbefore particularly described in the lands, properties and property rights described in and conveyed by said mortgage dated the 27th day of February, 1923;

IN WITNESS WHEREOF, the said C. H. Grayson and Gertie Maye Grayson have hereunto set their hands and seals and the said Vida Lumber Company has caused these presents to be executed for it and in its name and behalf by J. J. Elliott, its President, and attested and its corporate scal hereto affixed by W. P. Splawn, its Secretary each of whom is hereunto duly authorized, these presents being executed

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in duplicate this the ____day of April, 1923.
                                                                          (Seal)
                                                      C. H. Grayson
                                                      Gertie Maye Grayson (Seal)
                                               Vida Lumber Company
                                              By J.J. Elliott--President
Attest with corporate seal:
W. P. Splawn Secretary
THE STATE OF ALABAMA
JEFFERSON COUNTY
          I, Margaret Mohns Watkins, a Notary Public in and for said county,
in said State, hereby certify that C. H. Grayson and Gertie Maye Grayson, his
wife, 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 said
conveyance, they executed the same voluntarily on the day the same bears date.
         Given under my hand this the 23rd day of April, 1923.
                                             · Margaret Mohns Watkins--Notary Public
THE STATE OF ALABAMA
JEFFERSON COUNTY
         I, Margaret Mohns Watkins, a Notary Fublic in and for said County, in said
State, hereby certify that on the 23rd day of April, 1923, came before me the
within named Gertie Maye Grayson, known to me to be the wife of the within named
C. H. Grayson, who being examined separate and apart from her husband, touching
her signature to the within conveyance, acknowledged that she signed the same
of her own free will and accord, without fear, constraint or threats on the part
of her husband,
          In witness whereof I have hereunto set my hand this the 23rd day of April
 1923.
                                                   Margaret Mohns Watkins-Notary Public
THE STATE OF ALABAMA
 JEFFERSON COUNTY
         I, Vann L. Allen, a Notary public in and for said County in said Atate,
 hereby certify that J. J. Elliott and W. P. Splawn whose names as President and
Secretary, respectively, of the Vida Lumber Company, a corporation, are signed to
 the foregoing conveyance, and who areknown to me, acknowledged before me on this
day that being informed of the contents of said conveyance, they, as such officers
 and with full authority, executed the same voluntarily for and as the act of said
 corporation, on the day the same bears date.
         Given under my hand this the 23rd day of April, 1923.
                                                Vann L. Allen--Notary Public
 THE STATE OF ALABAMA. )
 SHELBY COUNTY
          I, L. B. Riddle, Judge of Probate hereby certify that the within deed
 was filed in this office for record Oct. 2nd. 1923 at 9 oclock A.M. and recorded
 in Deed record 76 pages 422 et seq and examined.
                                                    L.B.Riddle--Judge of Probate
 THE STATE OF ALABAMA
 SHELBY COUNTY
          m, m. m. Madile, Judge of Thebate for said Country hereby certiary that the
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