STATE OF ALABAMA )
COVINGTON COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of \$22,400.00 to John J. Fitzgerald and John W. Fitzgerald, in hand paid by Goodwin Mill & Construction Company Inc. a corporation, the receipt whereof is hereby acknowledged, the said John J. Fitzgerald and his wife Rebecca H. Fitzgerald and John W. Fitzgerald, single, do grant, bargain, sell and convey unto the said Goodwin Mill & Construction Company Inc. a corporation, all the merchantable timber; that is to say, all the timber measuring 8 inches and over in diameter, one foot from the ground, now standing and growing upon the following described lands, situated in the Counties of Chilton and Shelby, State of Alabama, to-wit: west half of Section twenty five (25). Except Marrow Mountain located on west banks of Coosa River being west half of northeast quarter and west half of southeast quarter of Section 25, and south half of southeast (SEE) quarter, and southwest quarter (SWE); and west half (WE) of northwest quarter (NWE) of Section twenty seven (27).

Southeast quarter (SE $\frac{1}{4}$ ) of southeast quarter (SE $\frac{1}{4}$ ) and northwest quarter (NV $\frac{1}{4}$ ) of southeast quarter (SE $\frac{1}{4}$ ) and northeast quarter (NE $\frac{1}{4}$ ) of southwest quarter (SV $\frac{1}{4}$ ) and west half (V $\frac{1}{2}$ ) of northwest (NV $\frac{1}{4}$ ) quarter of Section twenty nine (29).

South half  $(S_2^1)$  and east half  $(E_2^1)$  of northwest quarter  $(NW_2^1)$  of Section thirty three (33).

All of Section thirty five (35); being eighteen hundred and eighty (1880) acres more or less, and situated in Township 24, North Range 15 east, in Shelby and Chilton Counties Alabama.

Together with the right of ingress, egress and regress for said Goodwin Mill & Construction Company, its successors, agents, servants, contractors, employees, over, across and along said lands and any other lands owned by the grantors herein, for purpose of cutting, removing and manufacturing said timber and for any other lawful purpose.

There is also granted herein and hereby, free rights of way over and across said lands and any other lands adjoining said lands, owned by the grantors herein, for such private dirt roads, railways, ditches and canals, as the said Goodwin Mill & Construction Company, its successors, agents, servants, contractors or employees may desire to construct or find convenient to build, open or operate, and also the right to cut and remove any and all small trees or timbers which may be necessary or convenient in building rights of ways over, across and through said lands or any other lands owned by grantors, for the purpose of conveniently cutting, removing and manufacturing said timber herein above sold.

It is also agreed that said Goodwin Mill & Construction Company, its assigns and successors, are to be allowed eight (8) years from the date hereof, within which to cut and remove said timber herein and hereby conveyed.

There is also given and granted herein and hereby, to the Goodwin Mill & Construction Company, the right to build such mill-sheds, residences, dry-kilns and any and all such other buildings as the said Goodwin Mill& Construction Company may wish or desire to build on any of the above described lands and the right is hereby expressly given and granted to the said Goodwin Mill & Construction Company, its successors and assigns, to remove any and all such buildings, residences, dry-kilns and houses of every description, after the expiration of the eight years given them for the purpose of cutting and removing said timber, but all such buildings shall be removed within six months after the expiration of the time given for cutting and removing said timber.

TO HAVE AND TO HOLD, to the said  $G_0$  odvin Mill & Construction Company, its successors and assigns forever.

And we do for ourselves and for our heirs, executors and administrators, covenant with the said Goodwin Mill &  $^{
m C}$ onstruction  $^{
m C}$ ompany, its successors and assigns, that we are lawfully seized in fee simple of the property hereinabove conveyed; that it is free from all we have a good right to sell and convey the property; that incumbrance and that/we will and our heirs, executors and administrators shall warrant and defend the same to the Goodwin Mill & Construction Company, its successors and assigns forever, against the lawful claims of all persons whatsoever.

. No part of the hereinabove described lands constitute the homestead of any of the grantors herein.

Given under our hands and seals this 1st. day of December, 1925.

John J. Fitzgerald (L.S.)

Witness:

Rebecca H. "itzgerald

(L.S.)

G. C. Pierce

John W. Fitzgerald

(L.S.)

R. C. Woodham as to John J. "itzgerald and Rebecca H. Bitzgerald

STATE OF ALABAMA

COVINGTON COUNTY

I, G. C. Pierce, a Notary Public in and for said County in said State, hereby certify that John J. Fitzgerald and "ebecca H. Fitzgerald 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2nd day of Dec. 1925.

G. C. Pierce--Notary Public

STATE OF ALAHAMA COVINGTON COUNTY

I, G. C. Pierce, a Notary Public in and for said County in said State hereby certify that on the 2nd day of December, 1925, came before me the within named Rebecca H. Fitzgerald, known to me to be the wife of the within named John J. Fitzgerald, who being examined by me separate and apart from herheband touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, threats or constraint on the part of the husband.

In witness whereof, I have hereunto set my hand this the 2nd day of December 1925.

G. C. Pierce--Notary Public

STATE OF COLORADO

CITY & COUNTY OF DENVER )

I, I.Anson West, a Notary Public in and for said County in said State, hereby certifythat John W. Fitzgerald, single, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Gicen under my hand and official\seal hereto affixed by me on this 5th day of December,

1925.

My commission expires Nov. 8th 1927

THE STATE OF ALABAMA

SHELBY COUNTY I, L. B.Riddle Judge of Probate hereby certify that the/deed was filed in this office

within

I. Anson West--Notary Public

for record June the 8th 1926 at STATE OF ALABAMA recorded in Deed record 80 page 431 and SHELBY COUNTY examined.

hereby certify that

L. B. niddle--Judge of Probate

22\_Privilege Tax has been paid on the within instrument as required by

law.