

STATE OF ALABAMA)

SHELBY COUNTY)

THIS AGREEMENT made and entered into on this the 31st. day of August 1926, between J. H. Robertson, a single man, and S. A. Robertson, a single woman, parties of the first part, and E. P. Nivens and J. M. Hobbs, parties of the second part,

WITNESSETH:

That the parties of the first part in consideration of the sum of Two Thousand (\$2000.00) Dollars, payable \$500.00 cash, \$500.00 January 10, 1927, \$500.00 September 1, 1927, and \$500.00 December 15th 1927, as evidenced by three promissory notes of this date, due and payable as set out above and of the agreements hereinafter contained and to be performed by the parties of the second part, hereby grants, bargains and conveys to the said parties of the second part all merchantable pine timber from eight inches in diameter one foot from the ground on the following described real estate situated, lying and being in Shelby County, Alabama, to-wit:

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 17, Tp. 20, Range 2 east; ✓
 S $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 18, Tp. 20, Range 2 east;
 NE $\frac{1}{4}$ of Section 19, Tp. 20, Range 2 east;
 NW $\frac{1}{4}$ of Section 20, Tp. 20, Range 2 east; ✓
 SW $\frac{1}{4}$ of Section 20, Tp. 20, Range 2 east; ✓
 N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 29, Tp. 20, Range 2 east;
 NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 29, Tp. 20, Range 2 east;
 E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 30, Tp. 20 Range 2 east; ✓
 NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 29, Tp. 20, Range 2 east;
 W $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 29, Tp. 20, Range 2 east;
 W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 29, Tp. 20, Range 2 east;

And the right to enter upon lands above described and to cut saw logs thereon, erect and operate a saw mill, make and maintain such roads as shall be necessary for the transferring of said logs and timber upon or over any or all of the above described land.

The parties of the second part agree to pay to the parties of the first part the sum of \$3.00 per thousand of lumber when 15000 feet of lumber has been moved from saw mill. Said amount of \$3.00 per thousand to be applied by the parties of the first part to the note next due.

The said parties of the second part further agree to sell to said parties of the first part, J. H. Robertson, his heirs and assigns any lumber manufactured from timber cut from above described timber at said mill at market price less a reasonable amount for hauling and loading on cars.

That the said party of the second part shall have three years from date of this contract upon which to remove said timber from above described lands.

That at the expiration of said contract all timber remaining standing upon the above described lands shall revert back to the owners of said lands.

That at the expiration of said three years granted for the removal of said timber from said above described lands this contract shall become null and void and all lands or property conveyed by this contract shall revert back to the owners of the above described land.

TO HAVE AND TO HOLD to the said E. P. Nivens and J. M. Hobbs, their heirs and assigns for a period of three years, and we do for ourselves and our heirs, executors and administrators covenant with the said E. P. Nivens and J. M. Hobbs, their heirs and assigns that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, and that we have a good right to sell and convey the same as aforesaid, that we will and our heirs, executors and administrators, shall warrant and defend the same unto the said E. P. Nivens and J. M. Hobbs for a period of three years from date hereof, to the said E. P. Nivens and J. M. Hobbs, their heirs, executors

This is simply a timber Contract for a Consideration of \$2000.00. No Notes are given!

and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st day of August 1926.

J.H. Robertson
her
S. A. X Robertson
mark
Parties of the first part

E. P. Niven
J. M. Hobbs
Parties of the second part

Signed in the presence of

M. I. Walker
W. H. Sorrell

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, James Walker, a Notary Public in and for said County and State, hereby certify that J. H. Robertson, a singleman, and S. A. Robertson, a singlewoman, 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 this 31st. day of Aug. 1926.

THE STATE OF ALABAMA)

SHELBY COUNTY)

James Walker--Notary Public

I, L. B. Riddle Judge of Probate hereby certify that the within deed was filed in this office for record Sept. 3rd. 1926 at 3 o'clock P.M. and recorded in Deed record 80 page 591 and examined.

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
2.00 Privilege Tax
has been paid on the within
instrument as required by
law.

L. B. Riddle
Judge of Probate.

L. B. Riddle--Judge of Probate

Seal