THE STATE OF ALABAMA)

JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Four Hundred Thirty Thousand (\$430,000.00) Dollars, of which Fifty Thousand (\$50,000.00) Dollars has this day been paid in cash by the Vida Lumber Company, a corporation, to the undersigned grantor C. H. Grayson, and the receipt whereof is hereby acknowledged, and the remainder of Three Hundred Eighty Thousand (\$380,000.00) Dollars is to be paid in monthly installments for Thirty Eight (38) consecutive months as evidenced by Seventy Three (73) notes of the said Vida Lumber Company, dated the 27th day of February, 1923, and payable to the order of said C. H. Grayson, at the First National Bank of Birmingham, Alabama, with interest from maturity, Thirty Five (35) of said notes being in the sum of Nine Thousand Seven Huhdred Forty Two and 86/100 Dollars (\$9742.86) each, said notes being payable one on the 27th day of each month for thirty five (35) consecutive months beginning on the 27th day of March, 1923, on which day the first of said notes is payable; thirty five of said notes being in the sum of Two Hundred Fifty Seven and 14/100 (\$257.14) Dollars each, with interest from maturity said notes being payable one on the 27th day of each month for thirty five (35) consecutive months beginning on the 27th day of March, 1923, on which day the first of said notes for two hundred fifty seven and 14/100 (\$257.14) Bollars is due and payable; and three (3) of said notes being for Ten Thousand (\$10,000.00) Dollars each and being payable one on the 27th day of each month for three (3) consecutive months beginning on the 27th day of February 1926, on which day the first of said Ten Thousand (\$10,000.00) Dollar notes is payable, we, the said C. H. Grayson, and Gertie Maye Grayson, his wife, have bargained and sold and we do hereby grant, bargain, sell and convey unto the said Vida Lumber Company, a corporation the following described real estate situated in Jefferson County, and Shelby County, Alabama to-wit:

The following described lands situated in Jefferson County, Alabama, reserving from all of said lands all coal, oil, gas, mineral and mining rights and all timber, water and stone upon said lands necessary for the development, working and mining of the same and the preparation of the same for market and the removal of the same; and also all rights of way for railroads, pipe lines and other roads of any description over said lands, as may hereafter be located thereon for said purposes or any of them, necessary for the transportation of the same and of all material and implements that may be of use in the mining and removal of the same or in the preparation of the same for market.

In Township 18 south, of range 1 west.

In Section 8;

Northeast quarter of southeast quarter (NE diagonal $\frac{1}{2}$ of SE of

Northwest diagonal half of southwest quarter of southeast quarter (NW diagonal $\frac{1}{2}$ of $SW_{\frac{1}{4}}$); being that part northwest of the boundary line between Jefferson and Shelby Counties, Alabama; northwest quarter of southeast quarter (NW $\frac{1}{4}$ of $SE_{\frac{1}{4}}$); East half of southwest quarter (E $\frac{1}{2}$ of $SW_{\frac{1}{4}}$); Southwest quarter of southwest quarter (SW $\frac{1}{4}$ of $SW_{\frac{1}{4}}$).....180 acres In Section 23:

Northeast diagonal half of northwest quarter of northwest quarter (NE diagonal $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$) being that part lying northeast of the boundary line between Jefferson and

Shelby Counties, Alabama; northwest diagonal half of the northeast quarter of northwest quarter (NW diagonal $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$), being that part lying northwest of the boundary line

The following described lands situated in Shelby County, Alabama, reserving from all of said lands all coal, oil, gas, mineral and mining rights and alltimber, water and stone upon said lands necessary for the development, working and mining of the same and the preparation of the same for market and the removal of the same; and also all rights of way for railroads, pipe lines and other roads of any description over said lands, as may hereafter be located thereon for said purposes or any of them, necessary for the transportation of the same and of all material and implements that may be of use in the mining and removal of the same or in the preparation of the same for market.

In Township 18 south, of Range 1 east.

In Section 30:

That part of the southwest quarter of northwest quarter (SW\frac{1}{4} of NW\frac{1}{4} west of Double Oak Mountain described as follows, to-wit: beginning at the southwest corner of the northwest quarter (NW_{4}^{1}) of said Section, thence east six (6) chains to the crest of said mountain, thence north thirty (30°) degrees east to the northeast corner of the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section 30, thence west twenty (20) chains, thence

The following described lands situated in Shelby County, Alabama, excepting from all of said lands the iron ore, coal, oil, petroleum, limestone and other minerals contained in or upon said lands, with all necessary privileges for mining on said lands, and also with the right of way for rail and tramways for mining purposes, and the right to construct such pipe lines over the same as may be necessary for the convenient transportation of the coal, oil and other minerals through any portion of said lands.

In Township 18 south, of range 1 west.

In Section 23:

Southeast diagonal half of northeast quarter of northwest quarter (SE diagonal b of NEt of NWt) being that part lying southeast of the boundary line between Jefferson and Shelby Counties, Alabama; southwest diagonal half of northwest quarter of northwest quarter (SW diagonal $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$) being that part southwest of the boundary line between Jefferson and Shelby Counties, Ajacama; South half of northwest quarter (S_2^1 of NV_4^1), southwest quarter In Section 25:

Southwest quarter (SW1/4); that part of southeast quarter (SE1/4 of Section west of Double Oak Mountain, described as follows, to-wit: Beginning at the half mile point on the south line of said Section 25, thence east seven and one half $(7\frac{1}{2})$ chains, more or less, to the crest of said mountain, thence north thirty eight (38°) degrees east, along said mountain twenty (20) chains, thence north five (5) chains, thence east five (5) chains, thence north forty (40°) degrees east, to the range line, thence north four (4) chains to the northeast corner of the southeast quarter of said section, thence west forty (40) chains and thence south forty (40) chains to the point of beginning, containing one hundred acres, more In Section 26:

East half of northeast quarter ($\mathbb{E}_{2}^{\frac{1}{2}}$ of \mathbb{W}_{4}); southeast quarter of southeast quarter In Section 27;

In Section 29:

West half of northwest quarter (W_2 of NW_4);

Northwest quarter of southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$); east half of northwest quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$); southwest quarter of northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$); east half of southwest quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$); and southwest quarter of southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) 280 acres In Section 33:

In Township 19, Range 2 west.

In Section 1:

North half of southeast quarter $(N_2^{\frac{1}{2}})$ of $SE_4^{\frac{1}{4}}$;

The following described lands situated in Shelby County, Alabama, reserving from all of said lands all coal, oil, gas, mineral and mining rights and all timber, water and stone upon said lands necessary for the development, working and mining of the same and the preparation of same for market and the removal of the same; and also all rights of way for railroads, pipe lines and other roads of any description over said lands, as may hereafter be located thereon for said purposes or any of them necessary for the transportation of the same and of all materials and implements that may be of use in the mining and removal of the same or in the preparation of same for market.

In Township 18 south, of range 1 west.

In Section 14:

West half of northeast quarter (\mathbb{W}_{2}^{1} of \mathbb{N}_{4}^{1}); northeast quarter of southeast quarter (\mathbb{W}_{2}^{1} of \mathbb{S}_{4}^{1}); west half of southeast quarter (\mathbb{W}_{2}^{1} of \mathbb{S}_{4}^{1}); east half of southwest quarter (\mathbb{S}_{2}^{1} of \mathbb{S}_{4}^{1}); east half of northwest quarter (\mathbb{S}_{2}^{1} of \mathbb{S}_{4}^{1}); east half of northwest quarter (\mathbb{S}_{2}^{1} of \mathbb{S}_{4}^{1}); and northwest quarter of northwest quarter (\mathbb{S}_{4}^{1} of \mathbb{S}_{4}^{1}); and northwest quarter of northwest quarter (\mathbb{S}_{4}^{1} of \mathbb{S}_{4}^{1});

In Section 28: Southeast quarter of northeast quarter (SE4 of NE4); east half of southeast quarter In Section 32: East half of east half of southeast quarter (\mathbb{E}_2^1 of \mathbb{E}_2^1 of \mathbb{SE}_4^1),,,,,,,,,, 40 acres In Section 34:1 In Township 19, Range 2 west In Section 12: VEntire northeast quarter (NE $\frac{1}{4}$).............................. 160 acres The following described lands situated in Shelby County, Alabama, all interests in said lands being hereby conveyed without any exceptions or reservations therefrom. In Township 18 south, of Range 1 west. In Section 26: Southwest quarter of northwest quarter (SW\f of NW\f); and northwest quarter of 80 acres In Section 28: Southwest quarter of southeast quarter (SWA of SEA); and southeast quarter of southwest quarter (SE4 of SW4), excepting one (1) square acre in horthwest corner thereof. 79 acres In Section 29: 80 acres In Section 30: Northeast quarter of northeast quarter (NEL of NEL); southeast diagonal half of west half of northeast quarter (SE diagonal $\frac{1}{2}$ of W_2 of NE_4); west half of southeast quarter (WE of SEE); and southeast quarter of southeast quarter (SEE of SEE)...... 200 acres In Section 31 Southwest quarter of southeast quarter (SW2 of SE2)........ 40 acres In Section 33: 80 acres West half of northeast quarter (World of NEd); Entifie northwest quarter (NWd) of Section; \mathbb{E}_{n} tire southwest quarter (SW $\frac{1}{4}$) of Section; and west half of northeast quarter of southeast quarter (\mathbb{W}_2 of \mathbb{N}_4 of \mathbb{S}_4). \mathbb{N}_4 420 acres In Township 19 south, of Range 1 west In Section 3: East half of southwest quarter of northeast quarter (E_2^1 of SW_4^2 of IW_4^2) In Section 6: Thirty (30) acres off the northwest quarter of northeast quarter (NW of NE 1) more particularly described as the east half of northwest quarter of northeast quarter (E) of NW of NE) (twenty (20) acres), and the northwest quarter of northwest quarter of In Township 19 south of range 2 west. In Section 12: South half of northwest quarter (S_2) of NW_4); northeast quarter of northwest quarter (阻差 of NW表); northwest quarter of southwest quarter (NW基 of SW基; and thirteen and 7/10

(13.7) acres in the northwest quarter of northwest quarter (NW of NW) more particularly

In Township 18 south, of range 1 west.

In Section 15:

A tract or parcel of land described as follows:

In Township 19 south of Range 2 west.

In Section 1:

In Township 18 south of range 1 west.

In Section 29:

West half of southeast quarter of southwest quarter ($\mathbb{W}_{2}^{\frac{1}{2}}$ of $\mathbb{SE}_{4}^{\frac{1}{2}}$ of $\mathbb{SW}_{4}^{\frac{1}{2}}$)20 acres In \mathbb{T}_{0} which is south of range 1 west.

In Section 6:

In Section 12:

Southeast quarter of southwest quarter (SE4 of SW4);

In Section 13:

Also the right and privilege of entering upon said two hundred seventy (270) acres of land last hereinbefore described, building, constructing, maintaining and operating all railroads, dirt roads, tram roads and other ways along and across any part of said two hundred seventy (270) acres of land, for the purpose of cutting and removing any of the timber or trees upon said two hundred seventy (270) acres of land and the right to place upon said two hundred seventy (270) acres of land (and to remove therefrom) any other

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structures, machinery, plants, mills, houses and any other structures or materials of any nature or description whatever necessary, incident or desirable in or about cutting, and removing the timber and trees upon said Two Hundred Seventy (270) acres of land; also the right to use any water that may be upon the Two Hundred Seventy (270) acres of land in or about any purpose or matter connected with the cutting and removing of said timber and trees and generally any and all other rights, privileges, and franchises which may be necessary, incident or desirable in and about the cutting and removing of the said timber and trees from said Two Hundred Seventy (270) acres of land, including any and every easement, use and occupancy of said Two Hundmed Seventy (270) acres of land of any kind or character, which may be in any manner incident to the cutting and removing of said timber and trees as aforesaid; provided, that the said Vida Lumber Company, its successors and assigns shall have such rights, privileges and easements in said west half of southeast quarter of southwest quarter (W_2) of SE4 of SW4) of Section twenty nine (29), township eighteen (18), "ange One (1) west, for and during the period of time extending from this date until the 12th day of May 1933; and in and to the northwest quarter of northwest quarter (NW a of NW4), Section six (6), Township nineteen (19), Range one (I) west, for and during the period of time from this date until the 13th day of March 1923; and in and to the southwest quarter of the southwest quarter (SWA of SWA) of Section seven (7). Township nineteen (19), south of range one (1) west; southeast quarter of southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) southwest quarter of southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$); and east half of southeast quarter $(E_{\frac{1}{2}})$ of Section twelve (12) Township nineteen (19), south of range two (2) west. and northeast quarter of northeast quarter of northeast quarter (NE4 of NE4) Section thirteen (13), T waship mineteen (19) south of range two (2) west, for and during the period of time from this date until the 14th day of March, 1924; and provided, further, that there is hereby excepted from this conveyance all timber situated on the northwest quarter of northwest quarter (NW of NW of Section six (6) township nineteen (19) south of range one (1) west, which measures at the stump less than twelve (12") inches in diameter, which said timber on said last mentioned forty acre tract measuring less than twelve (12") inches in diameter at the stump is not hereby conveyed. No buildings, structures, machinery, houses or materials placed upon said lands by the said Vida Lumber Company its successors and assigns shall become attached as fixtures thereto, nor shall any interest therein be divested out of the said Vida Lumber Company by reason of being erected or placed on said lands, but the said Vida Lumber Company shall have the right to remove the same from said Two Hundred Seventy (270) acres of land at any time it may see fit, provided such removal shall be made from said lands, respectively, within a reasonable time after the expiration of said rights, privileges and easements in said parcels of land, respectively, comprising said two hundred seventy (270) acres of land as hereinbefore set forth, it being the intention of the said C. H. Grayson to warrant, transfer and convey to the said Vida Lumber Company only such rightsm privileges, franchises, easements and facilities on, or appurtenant to, or in any way connected with the said Two Hundred Seventy (270) acres of land on which said timber and trees are located as the said C. H. Grayson has acquired or as are expressly granted to the said C. H. Grayson in addition to the timber and trees upon any of said lands, in the deeds of conveyances to the said C. H. Grayson as recorded and filed in the office of the Probate Judge of Shelby County, Alabama, but the foregoing shall not, and nothing herein contained shall be construed as in anywise limiting the warranty, transfer and conveyance by the said C. H. Grayson to the said Vida Lumber Company

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And for the same consideration aforesaid the said C. H. Grayson & wife have bargained and sold and do hereby grant, bargain, sell and convey unto the said Vida Lumber Company, all the merchantable pine timber eight (8") inches in diameter and upward eighteen (18") inches from the ground now standing and growing upon the following described lands situated in Shelby County, Alabama, viz:

In Township 18 south of Range 1 west; In Section 31:

West half of east half of southeast quarter (W_2 of Ξ_2 of SE_4)..... 40 acres 40 acres Part of the northwest quarter of southwest quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) being and lying on the south side of the following described boundary line, to-wit: Starting at the southeast corner of the said northwest quarter of the southwest quarter (NW for SW f) and running northwest (NW) crossing the public road at a stake near the road and running northwest to the original west line of said forty, said part of northwest quarter of southwest quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) being south of the above described line and 10 acres Southwest quarter of southwest quarter (SW of SW) except ten (10) acres, more or less in the southwest corner of said forty, said part /excepted lying southwest of the middle of the lane dividing and running between the lands of Howell Pearson and T. R. Krider.... 30 acres

In Township 19 south, of range 1 west
In Section 5:

Vand for the same consideration aforesaid the said C. H. Grayson & wife do further grant, bargain, sell and convey unto the said Vida Lumber Company the following described real estate situated in Jefferson County, Alabama, viz:

All that part of the southeast quarter of the southwest quarter ($SE_{\frac{1}{4}}$ of $SW_{\frac{1}{4}}$ of Section Sixteen (16) Township seventeen (17) South of Range one (1) east, more particularly described as follows: Commencing at the southeast corner of the southwest quarter ($SW_{\frac{1}{4}}$) of said section, thence north along the east line of said southwest quarter of said section 632 feet; thence south eighty six (86°) degrees, thirty (30°) minutes west two hundred (200) feet to the center line of the Macadamized road; thence southwesterly along the center line of said road five hundred and forty (540) feet to a point in the east line of the west half of southeast quarter of southwest quarter ($W_{\frac{1}{2}}$ of $SE_{\frac{1}{4}}$ of $SW_{\frac{1}{2}}$) of said section; thence north

two hundred and thirty nine (239) feet, more or (ess, to the center of Little Cahaba Creek; thence southwesterly along the center line of said creek with its meanderings four hundred twenty two (422) feet, more or less, to the northeastern corner of a tract conveyed by P. B. Wilson and Mollie J. Wilson to the Standard Portland Cement Company by deed dated the 19th day of June 1919, and recorded in Record of Deeds, Volume 968, page 253, in the office of the Probate Judge of Jefferson County, Alabama; thence south forty three (43°) degrees east along the eastern line of said tract conveyed to said Standard Portland Cement Company one hundred fifty two (152) feet to the center line of the Macadamized road; thence south forty eight (48°) degrees ten minutes (10') west one hundred (100) feet; thence south forty nine (49°) degrees east two hundred eighty one (281) feet, more or less, to a point in the south line of said section sixteen (16) which point is six (6) rods west of the southeast corner of the west half of southeast quarter of southwest quarter (W_2 of SE_4 of SV_4) of said section sixteen (16); thence east along the south line of said section seven hundred and thirty (730) feet, more or less, to point of beginning; excepting those portions of said described tract heretofore conveyed to J. W. Lewis, Jr. by deeds recorded in the office of the Probate Judge of Jefferson County, Alabama, in record of deeds, volume 985, page 280, and volume____ page ____, one of said parcels so conveyed to J. W. Lewis, Jr. and hereby excepted from this conveyance, being described as follows: Commence at the southeast corner of southwest quarter of Section Sixteen (16) township seventeen (17) range one (1) east; thence west along the south line of said southwest quarter (SW $\frac{1}{4}$) of said Section seven hundred thirty (730) feet; thence north forty nine (49°) degrees west two hundred eighty one (281) feet to center of Macadamized road; thence north forty eight degrees ten minutes (48° 10') east along the center of said road three hundred twenty six (326) feet, for point of beginning; from said point of beginning run north forty one degrees fifty minutes (41° 50') west, and at right angles to said road, two hundred thirty nine (239) feet to the center line of Little Cahaba Creek; thence along the center line of said Creek in a northeasterly direction one hundred eighty five (185) feet; thence south two degrees fifteen minutes (2° 15') east two hundred forty five (245) feet to the center of said $M_{\rm a}$ cadamized road; thence south forty eight degrees ten minutes (48° 10°) west along the center line of said road twenty (20) feet to the point of beginning, said lot or parcel of land containing sixty hundredths (.60) of an acre; and the other of said parcels so heretofore conveyed to said J. W. Lewis Jr. and hereby excepted from this conveyance being described as follows: Beginning at the southwest corner of the lot or parcel last hereinbefore described and excepted from this conveyance, and from such point of beginning run in a southwesterly direction along the north side of the Macadamized road a distance of one hundred nineteen nouth (119) feet; thence thirty seven degrees (37°) west one hundred ninety four (194) feet to the center line of Little Cahaba Creek; thence along the center line of said creek in a northerly direction to the intersection of said center line of said creek with the western line of said last hereinbefore described lot; thence in a southeasterly direction along the western boundary line of said last described lot a distance of two hundred thirty nine (239) feet, more or less, to point of beginning; also excepting the easements of the Central of Georgia Railway over a strip one hundred (100) feet wide (fifty feet on either side of center line of said Central of Georgia Railway as now located) on said land near the northeast corner of the tract hereby conveyed, and excepting the easement of the public inst he said Macadamized road; the said parcel of real estate hereby conveyed consisting of approximately eleven (11) acres, together with the saw mill, mill buildings, machinery, dry kilns, commissary buildings, dwelling house, tool house, and all other buildings and improvements located the reon, and the rights, privileges, easements, hereditaments and appurtenances thereunto belonging or in

anywise appertaining.

And for the same consideration aforesaid we do hereby grant and convey unto the said Vida Lumber Company an easement or right of way and along the western side of the tract or parcel of land conveyed by P. B. Wilson and Mollie J. Wilson to Standard Portland Cement Company on June 19th 1919, by deed recorded in Record of Deeds, volume 968, page 253, in the office of the Probate Judge of Jefferson County, Alabama, said right of way hereby conveyed not exceeding ten (10) feet in width, and extending from the southwest corner of said Standard Portland Cement Company's tract and along the southwest side thereof to the Spring near the Creek; and we do also grant and convey to said Vida Lumber Company the right to use the water from said spring for domestic purposes; all situated in Jefferson County, Alabama.

And for the same consideration aforesaid we do also hereby grant, bargain, sell and convey to said Vida Lumber Company the following described real estate situated in . Jefferson County, Alabama, viz:

That certain tract of land more particularly described as follows: Beginning at the southeast corner of Block two (2) as shown by map of Farley's Addition to Leeds, recorded in the office of the Judge of Probate of Jefferson County, Alabama, in Map Book 8, page 43; thence in a southeastward direction parallel with the right of way of the Southern Railway one hundred (100) feet to property of Standard, Cement Company; thence northward parallel with the easterly line of Block two (2) of Farley's Addition to Leeds Three Hundred (300) feet, thence at right angles westerly one hundred (100) feet; thence southward three hundred (300) feet to point of begining, the same being a tract one hundred by three hundred (100 x 300) feet and lying on the southeast side of and adjacent to the said Block two (2) of Farley's Addition to Leeds, situated in Section Sixteen (16) Township seventeen (17), Range one (1) east:

Also Lots One (1), Two (2), Three (3), six (6), ten (10) eleven (11), twelve (12) thirteen (13) fourteen (14), fifteen (15), sixteen (16) seventeen (17) and eighteen (18) in Block one (1), and also all of Block two (2) as shown and designated on said map of Farley's Addition to Leeds recorded in the office of the Probate Judge of Jefferson County, Alabama, in Map Book 8 page 43, said map being there called "Map of A. J. Farley's survey of part of southwest quarter of southwest quarter (SW\frac{1}{4} of SW\frac{1}{4}) of Section Sixteen (16) Township seventeen (17) Range one (1) east?"

Also the rights of way for a railway or tramway extending from a point on the Central of Georgia Railway known as Oak Spur and extending thence in a southwesterly direction for a distance of approximately four (4) miles, as surveyed and the center line thereof staked off by the C. E. Mayerhoff Lumber Company, said right of way having been conveyed to the C. E. Mayerhoff Lumber Company (from whom the grantor herein acquired title thereto) by deeds from the owners of the lands through which they extend, and being more particularly described as follows:

A right of way for a railway or tramway over and across the following described lands viz:

Over and arross the land owned by the Standard Portland Cement Company, situated in Section twenty eight and twenty nine (28 & 29(township seventeen (17) south, range one (1) east, in Jefferson Gunty, Alabama, said right of way to be sixty six (66) feet wide, more particularly described as a atrip thirty three (33) feet wide on each side of the following described line; beginning at Station O, being the intersection of said center line with the north line of section twenty nine (29), township seventeen (17) south, range one (1) east

and extending thence to station thirty (30).

Over and across the land owned by G. S. Douglass and Della Douglass, situated in the northeast quarter (\mathbb{H}^1_4) of Section thirty two (32), township seventeen (17) range one (1) east in the County of Jefferson, said right of way to be sixty six (66) feet wide and more particularly described as a strip thirty three (33) feet on each side of the following described line; beginning at Stations sixty and fifty (60 & 50) being the intersection of said center line with the east line of the northeast quarter (\mathbb{H}^1_4) of Section thirty two (32), township seventeen (17), Range one (1) east, and extending thence southwest to Stations sixty two and fifty (62 & 50).

Over and a cross the land owned by S. O. Elliott and Myrtle Elliott, situated in the northwest quarter (NW $\frac{1}{4}$) of Section thirty two (32) township seventeen (17), range one (1) east, in the C_0 unty of Jefferson, said right of way to be sixty six (66) feet wide and more particularly described as a strip thirty three (33) feet on each side of the following described line; beginning at Station sixty two (62) being the intersection of said center line with the east line of the northwest quarter (NW $\frac{1}{4}$) of Section thirty two (32), T_0 whship seventeen (10) range one (1) east, and extending thence southwest to station eighty one (81)

Over and across the land owned by J. T. Rowan and Ada \mathcal{L} . Rowan, situated in the northeast quarter (NE $\frac{1}{4}$) of Section thirty one (31), T₀wnship seventeen (17), Range one (1) east, in the County of Jefferson, said right of way to be sixty six (66) feet wide and more particularly described as a strip thirty three (33) feet on each side of the following described line; beginning at stations eighty one and ninety five (81 & 95) being the intersection of said center line with the east line of the northeast quarter (NE $\frac{1}{4}$) of Section thirty one (31), township seventeen (17), Range one (1) east and extending thence southwest to stations eighty four and one hundred three (84 & 103).

Over and across the land owned by S. E. Fuller, situated in the northeast quarter (NE $\frac{1}{4}$ of Section thirty one (31), township seventeen (17) range one (1) east, in the county of Jefferson, said right of way to be sixty six (66) feet wide and more particularly described as a strip thirty three (33) feet on each side of the following described line; beginning at station eighty four (84) being the intersection of said center line with the east line of the northeast quarter (NE $\frac{1}{4}$) of Section thirty One (31), township seventeen (17) range one (1) east and extending thence southwest to station ninety five (95).

Over and across the land owned by M. B. Moore and Mrs. M. B. Moore, situated in the southeast quarter (SE_{4}^{1}) of Section thirty one (13) township seventeen (17), range one (1) east in the County of Jefferson, Alabama, said right of way to be sixty six (66) feet wide and more particularly described as a strip thirty three (33) feet on each side of the following described line: beginning at station one hundred three (103) being the intersection of said center line with the north line of the southeast quarter (SE_{4}^{1}) of section thirty one (31) township seventeen (17) range one (1) east and extending thence southwest to station one hundred twenty (120).

Over and across the lamb owned by M. Dorough and Charity Dorough, situated in the southwest quarter (SW\frac{1}{4}) of Section thirty one (31), Township seventeen (17) Range one (1) east, in the County of Jefferson, Alabama, saigh right of way to be sixty six (66) feet wide and more particularly described as a strip thirty three feet wide and more particularly described as a strip thirty three feet wide and more particularly described as a strip thirty three feet wide and more particular described as a strip thirty three (33) feet on each side of the following described line; beginning at station one hundred twenty (120) being the intersection of said center line with the north line of southwest quarter (SW\frac{1}{4}) of Section thirty one (31) township seventeen (17) Range one (1) east and extending thence southwest to station one hundred thirty eight (138).

Over and across the land owned by R. E. Brasher and May Brasher, situated in the southeast quarter (SE₂) of Section one (1) Township eighteen (18), Range one (1) west, in the County of Jefferson, Alabama, said right of way to be sixty six (66) feet wide and more particularly described as a strip thirty three (33) feet on each side of the following described line; beginning at station one hundred nine ty four (194) being the intersection of said center line with the north line of the southeast quarter (SE₂) of Section one (1) township eighteen (18) Range one (1) west, and extending thence southwest to station two hundred five (205).

Over and across the land owned by I. T. Standifer and M. M. Standifer, situated in the southeast quarter ($SE_{\frac{1}{2}}$) of Section One (1), Township eighteen (18), Range one (1) west, in the County of Jefferson, Alabama, said right of way to be sixty six (66) feet wide and more particularly described as a strip thirty three (33) feet on each side of the following described line; beginning at station two hundred five (205) being the intersection of said center line with the north line of the southeast quarter ($SE_{\frac{1}{2}}$) of Section one (1), township eighteen (18), Range one (1) west, and extending thence southwest to station______.

Over and eross the land owned by J. V. Foster and Viola Foster, situated in the southwest quarter ($SW_{\frac{1}{4}}$) of Section twelve (12), township eighteen (18), range one (1) west, in the county of Jefferson Alabama, said right of way to be sixty six (66) feet wide and more particularly described as a strip thirty three (33) feet on each side of the following described line; beginning at station two hundred twenty (220) being the intersection of said center line with the north line of the southwest quarter ($SW_{\frac{1}{4}}$) of Section twelve (12) Township eighteen (18), Range one (1) west and extending thence southwest to station two hundred twenty four (224).

Also the right along said rights of way for such additional width as may be necessary and needful for cuts and fills in the construction of said road and also the right to use the earth and stone on said strip in constructing said road, and also the right to divert and change the course of streams, and also the right to cut down and remove or use such timber as may be upon said strip, together with the right to cut down such timber outside of said strip of land as may injure the road by falling on or shading same, or as might be of danger in the construction and operation of said road.

The saidh right of way over and across said lands of the Standard Portland Cement Company and said rights and privileges appurtenant and incident thereto are hereby granted, leased and conveyed for a period of ten years from the 19th day of April, 1920, and the other said rights of way over and across the other said lands and said rights and privileges incident and appurtenant thereto are hereby granted, leased and conveyed for a period of ten (10) years from the 14th day of February, 1920;

It is understood and agreed that should said Vida Lumber Company its successors or assigns, decide at any time to discontinue the operation of said road that it may remove therefrom all rails, crossties and other machinery or equipment that may be thereon, and when its, its successors or assigns shall cease to use and abandon said road, all title to the several respective portions thereof shall revert to the persons who granted the same, respectively to said C. E. Mayerhoff Lumber Company, Inc. except as to the rails, crossties and other machinery or equipment that may be thereon, title to which shall remain in the said Vida Lumber Company, its successors or assigns, or as to the rails, switches and fastenings in the person or corporation from whom it may have leased the same, with the right to remove the same therefrom, as aforesaid;

It is further understood and agreed that the right to divert and change the course of streams on said land of the Standard Portland Cement Company is upon condition that such

diversion and change is agreeable to said Standard Portland Cement Company; that whenever the said Vida Lumber Company its successors or assigns shall cease to use said rights of way across said lands of the Standard Cement Company for the operation of its trains for logging and saw mill purposes, or if they shall cease to engage in the saw mill business, and in any event at the expiration of said ten (10) years from said 19th day of $A_{\rm pril}$ 1920, all the title herein conveyed to said Vida Lumber Company to said right of way across said lands of Standard Portland Cement Company shall revert absolutely to said Standard Portland Cement Company; but the said Vida Lumber Company its successors or assigns shall have the right, when their title and interest in said right of way ceases,, to remove therefrom all rails, cross ties and other machinery or equipment that may be thereon, but failing so to do the same shall become the property of said Standard Cement Company; and that if at any time during said term or period of ten (10) years from April 19th 1920, said Standard Cement Company; shall desire a relocation of the said right of way across its lands it shall have the right to cause the same to be done by giving to said Vida Lumber Company, its successors or assigns six (6) months' notice in writing of its desire so to do, and upon receipt of such notice mailed to them at Leeds, A abama (the mailing of such notice being sufficient proof of its receipt) said Vida Lumber Company its successors or assigns shall cause the relocation of said right of way or railroad over and across the lands of the said Standard Portland Cement Company at and upon such location as it may desire within six (6) months thereafter, and if said Vida Lumber Company, its successors or a ssigns, shall fail to relocate said right of way and the railroad operated there on within six (6) Months after receipt of said six (6) months' notice, then all its rights, title and interest in and to said right of way and the rails and other equipment thereon, shall immediately cease and determine.

Said rights of way, easements, rights and privileges for a railway or tramway hereby granted are those granted to the C. E. Mayerhoif Lumber Company by deed of Standard Portland Cement Company dated the 19th day of April 1920, and the nine (9) deeds of the following named persons, respectively, all dated the 14th day of February 1920; (1) G. C. Douglass and wife Della Douglass, (2) S. O. Eyliott and wife Myrtle Elliott (3) J. T. Rowan and wife Ada V.Rowan (4) S. E. Fuller, (5) M. B. Moore and wife (6) M. Dorough and wife Charity Dorough (7) R. E. Brasher and wife May Brasher, (8) I. T. Standifer and M. M. Standifer (9) J. V. Foster and wife Viola Foster all of which said deeds (except said deed of Standard Portland Cement Company) are recorded in the office of the Probate Judge of Jefferson County Alabama, in Record of Deeds, Volume 1007, pages 291, 294, 298, 538, 540, 541, 542 and 543 title to which said rights of way, easements, rights and privileges has heretofore been acquired by said C. H. Grayson and all rights of way, easements, rights and privileges granted and conveyed by said deeds are hereby granted and conveyed to said Vida Lumber Company together with all grading on said right of way, and all bridges and trestles erected thereon and all railroad ties on or near said right of way which are owned by said C. H. Grayson or which said C. H.Grayson owns situated in proximity to said right of way.

And for the same consideration aforesaid we do also grant, bargain, sell and convey to said Vida Lumber Company all the merchantable timber now standing, lying or being upon the following described lands, viz: southwest quarter of southeast quarter ($SW_{\frac{1}{4}}$) of $SE_{\frac{1}{4}}$) southeast quarter of southwest quarter ($SE_{\frac{1}{4}}$) of $SW_{\frac{1}{4}}$) and northwest quarter of southeast quarter ($W_{\frac{1}{4}}$) of $SE_{\frac{1}{4}}$) of Section twenty nine (29) and the northeast quarter of northwest quarter ($W_{\frac{1}{4}}$) of $W_{\frac{1}{4}}$) and northwest quarter of northeast quarter ($W_{\frac{1}{4}}$) of $W_{\frac{1}{4}}$) of Section thirty two (32) all in township seventeen (17) south, Range one (1) east, in Jefferson County, Alabama; together with the rights of ingress, egress and regress for said

Vida Lumber Company, its agents, servants, contractors, employees, heirs, successors and assigns over, across and along said lands for the purpose of cutting, removing and manufacturing said timber, or for any other lawful purposes; also full rights of way, over and a cross said lands for such private dirt roads, railroads, ditches and canals as the said Vida Lumber Company may desire to construct, build, open or operate; the said Vida Lumber Company, its successors and assigns being hereby granted ten (10) years from the 1st. day of March 1920, within which to cut and remove said timber from said southwest quarter of southeast quarter (SWI of SEI), southeast quarter of southwest quarter (SEI of SW_{4}) and northwest quarter of southeast quarter (NW_{4} of SE_{4}) of Section twenty nine (29) Township seventeen (17), cange one (1) east, and ten (10) years from the 8th day of May , 1920, within which to cut and remove said timber fromsaid northeast quarter of northwest quarter (NE+ of NV+) and northwest quarter of northeast quarter (NV+ of NE+) of Section thirty two (32) Township seventeen (17), Range one (1) east; it being understood and agreed that the timber on said lands smaller than six (6") inches in diameter at the stump shall not be cut, except when necessary in running timber and making roads; that when said Vida Lumber Company shall have finished with the logging railroads to be constructed on and over the above described land, and ceases to use, and abandons same and removes therefrom all railroad steel and equipment of every kind, together with all other machinery or equipment thereon, all right and title of said Vida Lumber Company, and and to said Two Hundred (200) Eacres of land shall revert to the persons who granted the same to C. E. Mayerhoff Lumber Company (under and through whom the grantors derived title). There is hereby expressly excepted from said timber on said two hundred (200) acres of land all of said timber heretofore sold to Babe Isbell, and this conveyance is made subject to the rights of said Babe Isbell in and to said timber.

And for the same consideration aforesaid, we do also grant, unto Vida Lumber Company the exclusive right from this date until the 26th day of January, 1932, to cut and remove from the lands hereinafter described all the sound merchantable timber of all kinds ten (10") inches and upward in diameter measured twelve (12") inches from the ground, said lands from which said timber may be cut and removed being described as follows:

The north half of the northeast quarter of the northwest quarter (N_2 of NE_4 of NV_4); the northwest quarter of northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$), north half of north half of southwest quarter of northwest quarter (N_2^1 of N_2^1 of SW_4^1 of SW_4^1 all in Section six (6) Township eighteen (18), range one (1) east. The southeast quarter of the northeast quarter (SE of NE) and ten (10) acres in the diagonal southeast corner of southwest quarter of northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) and north half of southeast quarter (N $\frac{1}{2}$ of SE $\frac{1}{4}$). And a parcel of land in the south half $(S_{\frac{1}{2}})$ of Section one (1) described as follows: Begin eleven hundred eighty (1180) feet east of the southwest corner of said section, thence north forty and one half $(40\frac{1}{2})$ degrees east twenty six hundred eleven (2611) feet thence south to southeast corner of the northeast quarter of southwest quarter (NEA of SWA) thence east five hundred thirty (530) feet, thence south thirty two and one half (3230) degrees west eighteen hundred (1800) feet to Section line, thence west eight hundred twenty five (825) feet to point of beginning, all in Section one (1), Township eighteen (18), range one (1) west. Also twenty five (25) acres in the southwest side of the southwest quarter of the northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$); southeast quarter of the northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$); three and 2/10 (3.2) acres in diagonal southeast corner of southeast quarter of northeast quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$), southeast quarter of Section (SE $\frac{1}{4}$) all in Section eleven (11), Township eighteen (18), range one (1) west. Also two and 5/10 (2.5) acres in northeast corner

164

of northwest quarter of northwest quarter (NW $lap{1}{4}$ of NW $lap{1}{4}$) Section fourteen (14) and in southeast corner of southwest quarter of southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) and in southwest corner of southeast quarter of southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) Section eleven (11) Township eighteen (18) Range One (1) west. Also the east half of northwest quarter (\mathbb{E}_2^1 of $\mathbb{N}\mathbb{F}_4^1$) southwest quarter of northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) and northwest quarter of southwest quarter (NW of SW of Section twelve (12) Township eighteen (18), Range one (1) west. Also northeast quarter (NE4) and east half of northwest quarter (E2 of NV4) all in Section fourteen (14), township eighteen (18), "ange one (1) west. Also a part of the west half of the northwest quarter (W_2 of NW_4) of Section Fourteen (14) and the southeast quarter of the northeast quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section F_i fteen (15) together containing thirty one (31) acres, more or less, described as follows: Begin sixteen hundred eighty (1680) feet north of southeast corner of southwest quarter of northwest quarter (SWA of NWA) of Section fourteen (14) thence southwardly to southwest corner of northwest quarter of Section fourteen (14) thence west seven hundred twenty six (726) feet, thence north one hundred eighty five (185) feet, thence northeasterly to east line of said west half of the northwest quarter ($\underline{\mathrm{E}}_{2}$ of NW $_{4}$) of said Section fourteen (14) thence south four hundred six (406) feet to beginning, all in Township eighteen (18), Range one west, all of said lands being situate in Jefferson County, Alabama.

Together with the right to free and uninterrupted egress and ingress to and from said kands, and over and upon the same, for the purpose of cutting and removing said timber on said lands, and to construct and maintain and operate, railroads or other roads on said lands for the purpose of cutting and removing timber therefrom; and for the purpose of transporting across said lands timber from other lands and other merchandise and freight, provided, however, the said Vida Lumber Company shall have no right to go into, over, or across cleared fields or to destroy or damage growing crops. All said rights to said timber and in said lands shall expire on the 26th day of January, 1932, and title to all of said timber as may then be on said lands and in or to said roadways and railroad rights of way shall thereupon revert to the Sloss Iron & Steel Company, except that title to the rails and fastenings in said railroad across said lands shallnot revert to the said Sloss Iron & Steel Company but shall remain in said Vida Lumber Company or those from whom it shall have heased thed same, who shall have a reasonable time thereafter within which to remove said rails and fastenings therefrom.

And for the same consideration aforesaid, we do also grant, bargain, sell and convey unto Vida Lumber Company the following described real estate, viz:

All that parcel of land bounded by and enclosed within the following described lines, viz: Beginning at the northwest corner of the northwest quarter of the southwest quarter (IW4 of SW4) of Section Sixteen (16), township seventeen (17), south of range one (1) east; thence run south two degrees thirty minutes (2° 30°) east twelve hundred four (1204) feet to the north boundary line of the right of way of the Central of Georgia Bailway; thence south seventy eight degrees (78°) east along the north boundary line of said right of way five hundred sixty (560) feet; thence north twenty degrees (20°) east two hundred ninety eight and 5/10 (298.5) feet; thence north two degrees thirty minutes (2° 30°) west ten hundred twenty (1020) feet to the north boundary line of the northwest quarter of southwest quarter (IW4 of SW4) of said section; thence south eighty nine degrees (89°) west, six hundred sixty five (665) feet to point of beginning, containing eighteen and 43/100 (18.43) acres, more or less, situated, lying and being in the said northwest quarter of southwest quarter (IW4 of SW4) of Section sixteen (16) township seventeen (17) south of range one (1) east,

in Jefferson County, Alabama.

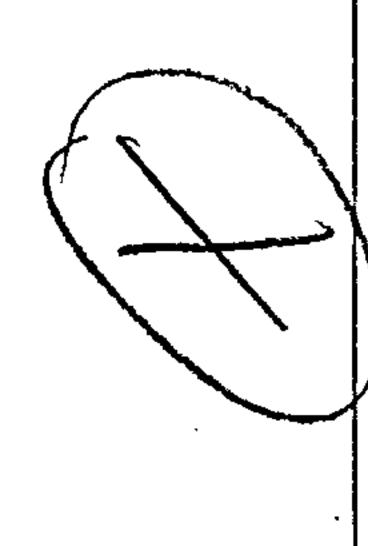
Also that parcel of land bounded by and enclosed within the following described lines, viz: Beginning at the northwest corner of the southwest quarter of southwest quarter (SW\frac{1}{4}) of Section Sixteen (16), township seventeen (17) south of range one (1) east, thence south along section line three hundred twenty two (322) feet to the north boundary line of the right of way of the Southern Railway; thence along said right of way of Southern Railway south sixty four degrees fifteen minutes (64° 15°) east three hundred twenty nine (329) feet; thence north thirty degrees (30°) forty five minutes (45°) east four hundred twenty three (423) feet to the south boundary line of the right of way of the Central of Georgia Railway; thence westerly along said right of way of the Central of Georgia Railway five hundred forty one (541) feet to intersection with the west line of the southwest quarter of said section sixteen (16); thence south along said section line to point of beginning, containing three (3) acres, more or less, situated in Jefferson County, Alabama.

And for the same consideration aforesaid we do also grant, bargain, sell and convey unto the said Vida Lumber Company a right of way for a period of ten (10) years for a railway, a railway spur track, side track or side tracks, switches, tram roads, or wagon roads across the northeast quarter of southeast quarter (\mathbb{R}^1_{2} of \mathbb{SE}^1_{4}) and west half of southeast quarter (\mathbb{W}^1_{2} of \mathbb{SE}^1_{4}) and that part of west half of southwest quarter (\mathbb{W}^1_{2} of \mathbb{SW}^1_{4}) all in Section twenty two (22) township eighteen (18) range one (1) west, $\mathbb{S}_{\text{helby County}}$, Alabama; said right of way to be one hundred (100) feet wide across said lands. Title to said right of way to revert back to E. W. Attaway at the expiration of ten (10) years from date or earlier if said railroad should be abandoned and steel taken up.

Said right of way being more particularly described as follows: A strip of land fifty (50) feet wide on each side of the center line of said railroad survey, which at this time is surveyed and staked; being a right of way conveyed by E. W. Attaway and wife to C. H. Grayson by deed dated the 77th day of August, 1922.

And a right of way for a period of ten (10) years for a railway, a railway spur track, side track or side tracks, switches, tram roads or wagon roads across the east half of northeast quarter (E2 of NE1) Section twenty two (22), township eighteen (18) Range one (1) west, Shelby County, Alabama, as now is staked and surveyed. Same not to exceed one hundred (100) feet in width (fifty feet on each side of the center line). It is further understood that said right of way is sold and purchased only for the duration of ten (10) years and after that time it shall return title to Lee & Kincaid (J. B. Kincaid and W. N. Lee) said right of way being more particularly described as follows: Beginning at a point on the line between above described lands and the lands owned by C. H. Grayson, bought from C. L. Gray Lumber Company, and running across above described lands, as now surveyed, to a point on the line between above described lands and the lands owned by E. W. Attaway. As said right of way is now located, being a right of way conveyed by J. B. Kincaid and W. N. Lee to C. H. Grayson by deed dated the 10th day of January, 1922.

Together with the right to build, construct, maintain and operate along and over said way or strip or strips above described, railways, railway spur tracks, side tracks or side tracks, switches, tram roads or tram roads or wagon road; the free and unterrupted use, liberty and privilege of passage in and along said way together with free ingress, egress and regress to and for the said Vida Lumber Company its successors and assigns and his or their agents or servants with locomotive engines, horses, railroad cars, railroad trains, tram cars carts, vehicles, carriages or cattle as by him or them shall be deemed necessary, convenient



or desirable at all times and in all seasons and forever hereafter along and upon said way; also the right along said right of way for such additional width as may be necessary or needful for cuts and fills in the construction of said railways, railway spur tracks, side tracks or side tracks, switches, tram road or tramroads or wagon road; the right to use the earth and stope on said strip in constructing said roads, the right todivert and change the course of streams, the right to cut down, remove and use such timber as may be upon said strip, and the right to cut down such timber outside of said strip of land as may injure the road by falling on or shading the same, or as might render dangerous or interfere with the construction or operation of said road or roads.

Also all our right, title or interest in or to that certain lot or parcel of land situated in the Town of Leeds, in Refferson County, Alabama, which the said C. H. Grayson has contracted to buy from the Leeds Improvement Company.

And for the same consideration aforesaid, we do also grant, bargain, sell and convey unto the said Vida Lumber Company 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, the purchase price of which said timber and timber rights is to be paid by the said C. H. Grayson and title thereto when conveyed by the said J. D. Arnold and others to vest in the grantee herein.

And for the same consideration aforesaid, we do also sell, convey, transfer set over and assign to the grantee named herein that certain lease to or contract with J. J. McLean under and by virtue whereof the said J. J.McLean has the right until, to-wit: the lóth day of December, 1923, to work and use the trees and timber on the lands hereinbefore described (other than the lands situated in the Town of Leeds, Alabama) for turpentine and rosin purposes, and all rights which the grantors herein have under or by virtue of said lease or contract with the said J. J. McLean for all rentals, royalties or portion of the proceeds of said rosin and turpentine which the grantors herein are entitled under the said contract or least from and after this date. the grantors herein reserving the rents, royalties and portion of the proceeds of such turpentine and rosin as had been produced under said lease or contract prior to this date.

And for the same consideration aforesaid we have bargained and sold, and do hereby grant, bargain, sell and convey that certain lumber manufacturing plant situated on said eleven (11) acre tract of land in the town of Leeds, Alacama, hereinbefore described, including all buildings, machinery and equipment, lumber sheds, stack foundations, tramways, etc; one seventy ton shay locomotive; one thirty five ton shay locomotive; twenty, sixty thousand pound capacity flat cars with chains; one American log loader; two hand cars; fifty five mules, harness and etc; two horses and saddles and bridles; thirteen eight wheel log wagons with chains etc; three four wheel road wagons; two two wheel log bummers; twenty twb camp houses; one deep well and pump and pipe; one stiff leg derrick; one shop with drill; motor, anvil, forge and other tools; one Acetyline torch and welding outfit; three sixty six inch by sixteen feet boilers; complete with furnaces, smoke stacks, pipe fittings, injectors, etc; three pumps, one Corliss engine, one 14 by 18 Chandler and Taylor Slide Valve engine; one Log Haul up chain; one steam log kicker; one steam log loader; one steam negro; one 10 inch by 40 foot Whelan gun; one five block Whelan carriage; with dogs and block; one eight foot Clark Band mill; five band saws; one complete set filing room machinery, with steam engine to drive; one double Alis Chalmers edger; one ten saw, filer and stowell trimmer; one #16 Wicks gang with two set saws; one complete set live and dead

rollers; one Whelan hog; one green lumber transfer chain; all necessary lumber buggies; belts; pulleys; shafting; boxes, collars, fittings, etc. One number one Hall & Brown Planing mill machine; One #91 Yates Planing mill machine; one wood feeding table; one 50 inch Buffalo blower with cyclone and pipe; twocut off saws; one seventy five Horse Power General Electric Motor with starter; one thirty five Horse Power motor with starter; one Lath mill complete with boulder; belt, pulleys, shafting, boxes, collars and trimmer; one side track built of eighty pound steel connecting Central of Georgia Railway and Southern Railway; approximately ten (10) miles of Railroad extending from Oak Spur on central of Georgia Railway along the railroad right of way hereinbefore described, except that the steel rails, switches and fastenings in said railroad or log road are not the property of the grantor herein but are leased from the Central of Georgia Railway Company and the grantors convey only such rights in said rails, switches and fastenings as he has under said lease; Two United States automobile trucks; one twenty six thousand Gallon water tank and water works system; pipes over plant and yards; twelve sets two and me half inch hose fifty feet long with nozzles and cupplings; nine sets of two inch hose fifty feet long with nozzles and cupplings; one five ton Yale hoisting block; one three block, block and tackle with rope, and all machinery, tools, equipment and supplies of every mind owned by the said C. H. Grayson and used in the conduct and operation of said lumber manufacturing business and the good will and established business of the said C. H. Grayson in the said lumber manufacturing business at Leeds, Alabama.

And the said C. H. Grayson covenants and agrees that he will not within ten (10) years from this date buy any timber or timber lands situated or located within reasonable access to said lumber manufacturing plant or said log road hereby conveyed or the timber from lands which could be reasonable and economically manufactured into lumber at said plant or hauled over said logging road.

And for the same consideration as aforesaid, we do further grant, bargain, sell and convey unto the said Vida Lumber Company all and singular all other interests, rights, privileges and franchises of every kind, nature and description which we have or may have in, to or upon the lands in this conveyance described or in any way relating to or concerning the said lands, and also any and all other lands, timber rights and property of every kind, nature and description owned by us and situated in Jefferson County, and Shelby County, Alabama.

TO HAVE AND TO HOLD to the said Vida Lumber Company its successors and assigns forever. And we the said C. H. Grayson and Gertie Maye Grayson, his wife, do hereby covenant with the said Vida Lumber Company, its successors and assigns that we are lawfully seized of said property and property interests hereby conveyed; that we have a good right to sell and convey the same as aforesaid; that the same are free from all encumbrances; except a mortgage to C. L. Gray Lumber Company on a portion of said lands, securing an indebtedness on which there remains unpaid a balance of one hundred one thousand five hundred (\$101,500.00) Dollars, with interest thereon at the rate of six (6%) per cent. per annum from the 30th day of November, 1921; a mortgage to J. M. Pledger on some of said lands, securing an indebtedness in the sum of Seventeen Hundred Eighty Eight (\$1788.00) Dollars with interest thereon at the rate of six (6%) per cent per annum from the 15th day of June, 1922; a mortgage to Sloss Iron & Steel Company on some of said timber and trees, securing an indebtedness in the sum of Twenty Nine Hundred Twenty (\$2920.00) Dollars with interest thereon at the rate of six (6%) per cent per annum from January 26, 1922; a mortgage or lien to georgia Car & Locomotive Works, on one of said locomotive engines, securing an indebtedness in the sum of Thirteen Hundred Fifty (\$1350;00) Dollars, besides interest; a mortgage or lien to

P. B. Yates Machine Company, on some of said machinery, securing an indebtedness in the sum of Eleven Hundred Forty Two and 8/100 (\$1142.08) Dollars besides interest; a mortgage or lien to Lindsey Wagon Company on some of said personal property, securing an indebtedness in the sum of Five Hundred TwentyThree and 34/100 (\$523.34) Dollars besides interest; and a mortgage or lien to Woodward-Wight Company, Ltd. on said Seventy Ton Shay Locomotive, securing a balance of seventeen thousand three hundred seventy (\$17,370.00) Dollars besides interest there on at the rate of six (6%) per cent per annum from the 20th day of February 1923; and a small balance of less than Three Hundred (\$300.00) ollars owing to the Leeds $I_{
m mprovement}$ $C_{
m ompany}$ on the purchase price of said lot or parcel of land purchased by said C. H. Grayson from it; all of which said debts secured by said encumbrances the said C. H. Grayson is to pay and discharge when and as the same mature except the said indebtedness to Woodward-Wight Company, Ltd. which is to be paid by the said Vida Lumber Company and by it deducted from the payments to be made by it to the said C. H. Grayson for the purchase price of the property hereby conveyed; and except taxes on said property hereby conveyed; that we the said C. H. Grayson and Gertie Maye Grayson will, and our heirs, and assigns shall, forever warrant and defend the same to the said Vida Lumber Company, its successors and assigns against the lawful claims of all persons.

In witness whereof, we have hereunto set our hands and seals this the 27th day of February, 1923.

C. H. Grayson (Seal)

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

Gertie Maye Grayson(Seal)

I, Vassar L. Allen 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 the said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 27th day of February, 1923.

THE STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Vassar L. Allen, a Notary Public in and for said County in said State, hereby certify that on the __day of February, 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 27th day of February, 1923.

Vassar L. Allen--Notary Public

SHELBY COUNTY
)

I, L. B. Riddle Judge of Probate hereby certify that the within deed was filed in this office for record Feb. 18th 1927 at 2 oclock P.M. and recorded in Deed record 81 pages 338 et seq and examined.

STATE OF ALABAMA
SHELBY COUNTY
I heroby certify that
\$\frac{120}{20} \text{Trivilege Tax}
has been paid on the within
instrument as required by
law.

L. B. Riddle--Judge of Probate