

## AGREEMENT

STATE OF ALABAMA )

TALLADEGA COUNTY )

This agreement made and entered into this the 25th day of May 1928, by and between J. W. Arthur and J. H. Gardner, party of the first part and the Empire Lumber Company a body corporate, party of the second part.

Witnesseth, that whereas the party of the second part owns certain logs now pitted in Section three (3), Township nineteen (19), Range one (1) east, Shelby County, Alabama, and whereas the party of the first part is desirous of purchasing said logs now in consideration on the premises the said party of the second part hereby covenants, agrees and does sell to the party of the first part said logs upon the following terms to-wit:

First: Said party of the first part is to pay the party of the second part six (\$6.00) dollars per thousand for said logs lumber count.

Second: That in the sawing of said logs by the party of the first part none of the lumber cut from them shall be counted less than ten (10) feet regardless of whether the lumber is shorter than 10 feet or not or sold on a basis of less than 10 feet or not. Lumber sold or measuring 10 feet and over is to be settled for the actual length of sale price.

Third: That time is an element in sawing and selling of these logs in order to prevent waster from deterioration of said logs and it is therefore understood and agreed that all of said logs shall be sawed into lumber as rapidly as possible by continuous operation of said saw mill not to exceed a period of 90 days and that all logs not sawed into lumber at the expiration of 90 days shall be paid for by the party of the first part to the party of the second part at the rate of \$6.00 per thousand log scale count with the understanding that all logs under eight (8) inches indiameter shall be given a scale of feet equal to the length of the logs. Sawing logs to begin during week beginning 5/27/28.

Fourth: It is understood and agreed that none of the machinery furnished by the party of the first part to cut said logs shall be moved until the above conditions and agreement are carried out by the party of the first part and the party of the second part shall have a lien on said machinery to the extent of damages based upon the above terms for the failure or fulfillment of this contract by the party of the first part.

Fifth: It is understood and agreed by the parties hereto that all lumber shipped sawed from said logs shall be sold, in the joint name of said parties hereto and so billed in the bill of lading covering said shipment and that all checks in payment of said lumber so shipped or sold shall be mailed to the First National Bank of Sylacauga, Ala. with instructions to said bank to deduct \$6.00 per thousand for payment of said logs and to remit or deposit the balance to the parties of the first part.

Sixth: It is understood and agreed by the parties hereto that the party of the second part has full right to<sup>go</sup> upon the premises where said logs are being sawed or elsewhere with the privilege to check said shipments and all sawing of said logs.

Seventh: It is further understood and agreed that the party of the first part shall furnish party of the second part the name and address of orders received for lumber sawed from said logs and to mail promptly to said bank a copy of invoices accompanied by bill of lading covering said shipment:

Eighth: It is further understood and agreed that in the event the said party of the first part fails to carry out fully, promptly and in good faith the terms of this



agreement or contract that the party of the second part has the option to enter upon the premises, take charge of the machinery, complete the sawing of said logs into lumber, to sell said lumber at the best prices it is possible to obtain and to make settlement with the party of the first part, through the said bank as above stated, deduct from the part due party of the first part, cost of sawing said logs into lumber including charges such as the hauling of logs to the mill, sawing same into lumber, hauling lumber to the railroad and loading same, and any other charges that are necessary or usual in such operations.

Ninth: It is further understood and agreed by the parties hereto that the said party of the second part is in nowise responsible for any cost of whatsoever kind of manufacturing said logs into lumber while said party of the first part is conducting said operation, neither the said party of the second part to be responsible in any wise for any action or damage to property or persons in the operation of said mill or otherwise while operated by the party of the first part.

Tenth: It is understood and agreed by the parties hereto that in the event it is determined that the said party of the first part cannot cut these logs into lumber before they will deteriorate or be unfit for lumber that the said party of the second part has a right to make other disposition of those logs that they are unable to handle before they reach the State to where they would not make merchantable lumber.

Eleventh: It is further understood and agreed that the party of the first part is not bound by this agreement for sawing the logs that would not make merchantable lumber with the proviso that said party of the first part agrees to cut all logs where there is a difference of opinion as to it making merchantable lumber into lumber for the party of the second part on a basis of dividing the lumber fifty-fifth.

Twelfth: It is understood and agreed that all shipments of lumber are to be made from Westover, Ala. over the AB&C and that said party of the second part has lien on said lumber to the extent of its interest as above stated.

It is the sole purpose of this agreement that said party of the second part is to receive \$6.00 per thousand lumber count for said logs to them upon the above conditions named.

Witness our hand and seal in duplicate this the day and date above written.

J. W. Arthur and J. H. Gardner  
By J. W. Arthur

Party of the first part

Empire Lumber Company  
By S. P. McDonald-Prest.

Party of the second part

THE STATE OF ALABAMA )  
SHELBY COUNTY )

I hereby certify that the within agreement was filed in this office for record June 4th 1928 at 2 oclock P.M. and recorded in Deed record 86 page 197 and examined.

L.B.Riddle--Judge of Probate