State of Alabama, Shelby County)

THIS INDENTURE made and entered into on this the 26th day of December 1935, by and between Jessie Chapman McDowell and husband, Theo McDowell, and Gole Chapman Jackson, a widow, Parties of the First Part, and W. P. Brown & Sons Lumber Company, a corporation,

Party of the Second part, witnesseth: That for and in consideration of the sum of Four hundred dollars cash in hand paid to the undersigned Parties of the First Part by said Party of the Second Part, the receipt of which is hereby acknowledged, the said Parties of the First Part do hereby grant, bargain, sell and convey unto the said Party of the Second Part, the following described property, to-wit.

All trees and timber, 6 inches or more in diameter at the ground, now standing, being or lying, or which within the period hereinafter mentioned may grow, upon the following described lands, which are located in Shelby County, Alabama, to-wit:

The south west quarter of the north east quarter and the west half of the south east quarter and the south east quarter of the southwest quarter of Section 10, Township 24, Range 15 East, Shelby County, Ala.

Also for the consideration above named said Parties of the First Part do hereby grant, bargain, sell and convey unto said Party of the Second Part, the right to go over and under said lands and any other lands we own and any and all parts thereof at any and all times, and the right to cut, build, operate and maintain all necessary or convenient wagon roads, tram roads, spur tracks, railroads and other roads and dump grounds thereon free of any cost or damage whatever, for the convenient removal of said timber or other property, ower or across said lands and also for the convenient removal over and across said lands of any other timber or property now owned or hereafter acquired by said Party of the Second Part, successors or assigns, together with the use of necessary or convenient small, timber, earth and rock in the construction, operation and maintenance of such rights of way. Also the right to locate, build, operate and maintain saw mills, planing mills, log and lumber yards, houses and such other buildings and structures onsaid lands as may be convenient or necessary for the manufacture of the timber from said lands or from other lands now owned, or on which Second Party has the timber interest, or which lands or timber interest Second Party may hereafter acquire, together with the right to the free and unobstructed use of all streams and waters flowing through said lands. The right is also hereby granted Second Party to tear down mond and carry away at any time Second Party may desire all the buildings, rails, machinery or other improvements or property which may be placed, erected or constructed on said lands by Second Party, successors/or assigns.

TO HAVE AND TO HOLD the above mentioned property and rights unto said Second Paty, heirs, successors and assigns, for a period of ten years from the date of this instrument. It is also agreed that after the expiration of three years from date of this instrument, the time for removal of said timber together with all other rights and privileges herein conveyed, shall be extended from year to year, hot to exceed firms additional years, upon the payment of ten per cent of the above named consideration to the undersigned, their heirs, successors or assigns, or by depositing said amount to their credit in any Bank on Fayette, Alabama, payable within thirty days after the expiration of said ten years, and in like manner each year thereafter for such additional time, not exceeding five additional years, as above provided for.

The parties of the first part do for themselves, their heirs, executors and administrators, covenant with said party of the second part their heirs, successors and assigns, that they are lawfully seized in fee simple of said premises, and that the same are fe free from all encumbrances and that they have a good and sufficient right to sell and convey the same, that they will, and their heirs, executors, and administrators, shall warrant and defend the same unto the Second Party, their heirs, successors and assigns , forever, against the lawful claims of any and all persons.

In witness whereof, we have hereunto set our hands and seals on the day and date first above written.

Jessie Chapman McDowell (SEAL) Theo McDowell (SEAL)

State of Alabama, Shelby Co) Ocie Chapman Jackson (SEAL) I, L H Erlis, a Notary Public in and for said County, in said State, hereby certify that Jessie Chapman McDowell, and husband, Theo McDowell whose names are signed to the foregoing conveyance, and who are knownto me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntar ily on the day the same bears date. Given under my Kand this 26th day of Dec, 1935 State of Alabama. L. H. Ellis, Notary Public. Shelby County)

I, L H Ellis, a Notary Public in and for said County, in said State, do hereby certify that onthe 46 day of Dec, 1935, came before me the within named Jessie Chapman McDowell knownto me to be the wife of the within named ARRETERENAMMENTALE Theo McDowell, who being examined separate and apart from the Musband touching her signature to the within conveyance, acknowledged that she signed the same of herown free will and accord, and without fear, constraint or threats on the part of the husband. In witness whereof, I hereunto set my hand this 26th day I December, 1935.

State of Alabama, Shelb Cook County)

L H Ellis, Notary Public

L J Ellis, Notary Public in and for said County, in said State, hereby Gertafy that Ocie Chapman Jackson, a widow, whose hame is signed to the foregoing conveyange, and who is known to me, acknowledged before he on this day that being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date. Given under my hand and seal of office thid the 25th day of Dec, 1935 James Turner, Notary Public.

Filed for record in this office January 27th 1936 at 3 PM and recorded in mortgage record 170, page 226 and examined.L. C. Walker, Judge of Probate.