

Timber Sale Agreement

No Stamp Required

State of Alabama,
County of

This agreement made and entered this the 14th day of May 1936 by and between Daniel L. Blackerby parties of the first part and Fisher Bros. Lumber Company a partnership composed of H. C. Fisher, Sr., E. A. Fisher, and H. C. Fisher, Jr., of Tuscaloosa, Tuscaloosa, County, Alabama, as parties of the second part,

WITNESSETH:

That for and in consideration of the agreements of the parties of the of the second part herein contained by them to be kept and performed, the party of the first part covenants and agrees to and with the parties of the second part as follows:

1. The party of the first part hereby grants, bargains, sells and conveys unto the parties of the second part all of the merchantable hardwood timber as follows: Oak measuring 14 inches or more in diameter at the top; gun measuring 16 inches or more in diameter at the top; ash and maple measuring 12 inches or more in diameter at the top; hickory and sycamore measuring 16 inches or more at the top, situated on the following described lands in Shelby Alabama, namely:

The Northwest quarter and north half of southwest quarter of Section 17, and east half of northeast quarter and northeast quarter of southeast quarter of Section 18, in Township 20, South, Range 2 East, containing in all 360 acres, more or less.

2. The party of the first part hereby grants unto the parties of the second part the necessary rights of way and right to ingress and egress upon said lands for the purpose of cutting and removing said timber.

3. The party of the first part hereby grants unto the parties of the second part the right to cut and use from the above described lands all poles skids or other material necessary for use by the parties of the second part in handling, hauling and removing the timber hereby sold.

4. The party of the first part hereby grants to the parties of the second part to November 1, 1937 from this date in which to cut and remove said timber and exercise the rights hereby conveyed.

In consideration of the agreements by the party of the first part herein contained the parties of the second part hereby covenant and agree to and with the party of the first part as follows:

5. That the parties of the second part agree to purchase the timber hereby conveyed upon the following terms, namely: \$100.00 cash to be paid by the parties of the second part to the party of the first part as a deposit to secure the faithful performance of this agreement on behalf of the parties of the second part; said timber hereby conveyed to be paid for by the parties of the second part to the party of the first part as said timber is cut and scaled at a rate of \$3.00 per thousand feet for all logs measuring as follows:

Dimensions already recited

and such payments to be made as fast as cars are scaled and loaded, checks to be mailed from office of buyer immediately when the log scale is received, for all logs cut under this contract.

6. That the parties of the second part will cut and promptly pay for all of the timber hereby sold, in accordance with the terms of this agreement, within the time specified from this date.

7. That the parties of the second part will use their best judgment and due care not to injure or damage any of the growing crops upon said lands.

8. It is agreed that the merchantable hardwood as herein used shall include any timber which measures as stipulated hereinabove

8½ all timber not cut and removed at the expiration of this contract shall revert to and be the property of Grantor.

9. That the \$100.00 deposited by the parties of the second part with the party of the first part shall be re-imbursed to the party of the first part out of the last timber to be cut under this contract.

In witness whereof the parties hereto hereunto set their hands and seals in duplicate on this day, month and year herein first written.

Witness as to first party
L. H. Ellis,
Grace Carter,

Daniel L. Blackerby (L.S.)

Parties of the First part)

Witness as to second parties
L. H. Ellis,
Grace Carter.

Fisher Bros., Lumber Company. (L.S.)

By H. C. Fisher, as President

Filed for record in this office May 14th 1936 at 3 PM and recorded in deed record 99,
page 485-486 and examined L. C Walker, Judge of Probate.

STATE OF ALABAMA
SHERIFF COUNTY

I hereby certify that
\$ 50.00 State Tax
has been paid in full
in accordance with the
law

L. C. WALKER,
JUDGE OF PROBATE

