

\$1.00 federal stamp cancelled on this deed

The State of Alabama
Jefferson County.....)

This Indenture made and entered into on this the 17th day of September, 1938, by and between American Bankers Corporation, Parties of the First Part, and W.P. Brown & Sons Lumber Company, Inc., Party of the second part, witnesseth:

That for and in consideration of the sum of Eight Hundred & no/100-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 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:

All merchantable saw timber measuring 8 inches or more in diameter, 6 inches above the ground on the following described lands situated in Shelby County, Alabama, lying south of the spring branch in the SE $\frac{1}{4}$ of Section 8, Tp. 19, Range 2 W, and South and East of the Cahaba river and west of the east section line and North of the South section line of the SE $\frac{1}{4}$ of said section and a fractional acre in Section 17, and fractional acre in SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 8, said property being more particularly described as commencing at the SE corner of said section 8; run thence West along the southern boundary of said section 2,089 feet, thence at an angle to left of 41 deg. 33' run 103.25 feet, thence at an angle to the right of 85 deg. 29' run 934.68 feet more or less to Cahaba River, thence in a Northeasterly direction following the meanderings of said river to the point where spring branch runs into said river in the SE $\frac{1}{4}$ of said Section 8; thence up said spring branch in a general easterly and southerly direction to a point where said spring branch intersects the eastern line of said section; which said point is 39.11 feet north of the Southeast corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said section; thence south along the Eastern line of said section 1366.36 feet, more or less, to point of beginning. Said tract containing 96 acres more or less.

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 over 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 on said 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 interests, 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 move 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, heirs, or assigns, on or before two years.

TO HAVE AND TO HOLD the above mentioned property and rights unto said Second Party heirs, successors and assigns, for a period of Two Years.

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 free from all encumbrance, and that they have a good right 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 this day and date first above written.

Attest: W T Mullinax
Secretary.

American Bankers Corporation (SEAL)
By Asa Cranford, President (SEAL)

The State of Alabama,
Jefferson County.)

I, Lola Kimbrough, a Notary Public, in and for said County in said State hereby certify that Asa Cranford, whose name as President of the American Bankers Corporation, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 17th day of September, 1938

My commission expires June 11 1942

Lola Kimbrough,
Notary Public

Filed for record in this office September 20th 1938 at 8 AM and recorded in deed record 105, page 243 and examined. L. C. Walker, Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$1.00 Federal Tax
has been paid on this
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE