

Timber Deed Lease

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Mrs. J. B. Hill and husband, Alvin L. Hill and H. G. Siniard and wife, Edna Siniard, parties of the first part, hereinafter called the Lessors, do grant bargain, sell and convey unto Alabama Cooperage Company, Inc., party of the second part, hereinafter known as the Lessee, all pine timber 8 inches or more in diameter 12 inches from the ground on the following described land:

Southeast quarter of the
northeast quarter of Section
22, Township 21, Range 2 West,
Shelby County, Alabama.

This lease, however, shall be subject to the following conditions;

1. That Alabama Cooperage Company, Inc., agrees to pay the lessors the sum of One Dollar a cord for said timber, which is to be paid for once a week, every Saturday, and the parties hereto agree that said Lessee may pay Mrs. J. B. Hill for all of said timber who is authorized to accept said payment and release Lessee from any liability to pay any of the other of said Lessors, and her acceptance of said payments shall be considered a release of the Lessee. Provided further that there shall be no obligation on the Lessee to cut and remove all or any part of said timber, but Lessee may determine this lease at any time by giving 10 days notice to the Lessors, without liability on its part.

2. That Alabama Cooperage Company, Inc., shall have one year from the date the last person signs this instrument to cut and remove said timber, and after that time shall have no further rights or interest in said land or timber.

It is further understood and agreed that the lessee shall have the right of egress and ingress over any land owned by lessors, adjoining the above said land, if it will expedite the cutting and removing of the above said timber.

And in connection with all of the above described land, and above mentioned land, the Lessee shall use all reasonable care to prevent any part of said lands from being burned over, and shall do no unnecessary damage to timber on said lands not herein conveyed.

Executed in duplicate this 30th day of November, 1938.

Karl C. Harrison

Mrs. J. B. Hill

Karl C. Harrison

Alvin L. Hill

A. H. Nichols

H. G. Siniard

A. H. Nichols

Edna Siniard

Witnesses

Alabama Cooperage Company, Inc.,
By: Henry L. Nichols,
As its Vice-President

Karl C. Harrison
Witness

STATE OF ALABAMA
SHELBY COUNTY

I, L. C. Walker, Judge of Probate in and for said County in said State, hereby certify that Mrs. J. B. Hill and husband, Alvin L. Hill, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 4 day of November, 1938.

L. C. Walker, Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I, L. C. Walker, Judge of Probate in and for said County in said State, hereby certify that on the 4th day of November, 1938 came before me the within named Mrs. J. B. Hill, who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the name of her own free will and accord, and without fear constraints or threats on the part of the husband.

In witness whereof I hereunto set my hand this 4th day of November, 1938.

L. C. Walker, Judge of Probate

STATE OF ALABAMA
JEFFERSON COUNTY

I, A. H. Nichols, a Notary Public in and for said County in said State, hereby certify that H. G. Siniard and wife, Edna Siniard, whose names are signed to the foregoing instrument, and who are known to me, acknowledged, before me on this day, that being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 16 day of Nov. 1938.

A. H. Nichols, Notary Public

State of Alabama
Jefferson County

I, A. H. Nichols, a Notary Public in and for said County in said State, hereby certify that on the 16 day of Nov. 1938, came before me the within named Edna Siniard who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the name of her own free will and accord and without fear, constraints or threats on the part of the husband.

In witness whereof I have hereunto set my hand this 16 day of Nov. 1938.

A. H. Nichols, Notary Public.

STATE OF ALABAMA
SHELBY COUNTY

I, L. C. Walker, Judge of Probate in and for said County in said State, hereby certify that Henry L. Nichols whose name as Vice President of Alabama Cooperage Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 30 day of Nov. 1938.

L. C. Walker, Judge of Probate

(Seal)

My commission expires Jan. 15, 1941.

Filed for record in this office the 1st day of December, 1938 at 1 PM and recorded in Deed Record #105 on page 402 and examined.

L. C. Walker, Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 50 Privilege Tax
has been paid on the within
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE