The State of Alabama Shelby County

scribed property, to-wit:

THIS INDENTURE, made and entered into on this the 8th day of August, 1939,

by and between W.I.Merrell and wife, Myrtle Merrell, parties of the first part, and L. D.

Joseph and T.L. Kendrick , parties of the second part, WITNESSETH:

That for and in consideration of the sum of One hundred and seventy five 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 de-

All Oak trees and Oak timber, ten inches or more, in diameter, measured ten inches from 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 north half of the south west quarter, the south east quarter of the south west quarter and the north west quarter of the south east quarter of Section 12, Township 22, Range one East, Shelby County, Alabama,

It is understood and agreed that no trees will be cut on the fences and no tops of trees will be left in the branches.

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 yhe 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 ober 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 timber, eath 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 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, move and carry aways at any time second party may desire all the buildings, rails, machinery, or other improvements or property which may be placed, erected or constructed onsaid lands by secondparty, specessors or assigns.

TO HAVE AND TO HOLD the above mentioned property and rights unto said secondparty, heirs, successors and assigns, for a period of three years from the date of this instrument.

At the expiration of three years from the date of this deed, all timber not so cut and removed shall revert to grantors.

The parties of the first part do for themselves, their heirs, executors and administrators, covenant with the said party of the second part, their heirs, and successors and assigns, that they are lawfully seized in fee simple of said premises, and that the same are free from all encumbrances, and that they have a good 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 onthe day and date first above written.

W.I.Merrell (L.S.)
Myrtle Merrell (L.S.)

For valuable considerations, I hereby transfer, assign, sell and convey the within property as described above to J.M.Steverson & Sons Lumber Company., this the 9th day of August, 1939
T.L.Kendrick, L. D. Joseph

The State of Alabama, County of Shelby

I, Grace Carter, a Notary Public inand for said County insald State hereby certify that W I Merrell and wife, Myrtle Merrell whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same trears date. Given under my hand this the 8th day of August, 1939

Grace Carter, Notary Public State of Alabama, Shelby County

State of alabama, Shelby County
, Grace Carter, a Notary Tublic in and for said County in said State do hereby certify that on the 8th day of August, 1939 came before me the within named Myrtle Merrell, knownto me to be the wife of the within named W I Merrell, who being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

In witness whereof, I have hereunto set my hand this the 8th day of August, 1939

Grace Carter, Notary Public

The State of Alabama, County of Jefferson

I, Irene Savage, a Notary Public in and for said State and County, do hereby certify that on the 9th day of August, 1939, came before me the within named T.L.Kendrick, known to me kaxhaxka or made known to me, acknowledged that being informed of the contents of this conveyance, he executed the within transfer voluntarily on the day the same bears date.

Given under my, hand this the 9th day of August, 1939. Irene Savage Notary Public