The State of Alabama Shelby County This Indenture made and entered into onthis the 5th day of August, 19\$9, by and between F.E.Merrell and wife, Viola 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 dollars cass inhand paid to the undersigned parties of the first part by said party of the second part, the receipt whereof 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 Pine & Oak trees and Pine & Oak timber 6 inches, or more in diameter, measured 6 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: NET of NET Sec. 14 and SWT of SWT of Sec. 12, all in Fractional Township 22 South Range 1 East, containing 80 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 removel of said timber or other property over or across said lands, and also for the convenient removal over and agross 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, earth and rock in the cohstruction, operation and maintanance 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 rivht to the free and unobstructed use of all streams and waters flowing throughs 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, ralis, machinery or other improvements, or property which may be placed, exected or constructed on said lands by second party, successors, heirs or assigns. TO HAVE AND TO HOLD the above mentioned property and rights unto said second party, heirs, successors and assigns, for a period of 3 years from the date of this instrument. At the expiration of 3 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, 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 executord and administrators shall warrant and defend the same unto the second party, their heirs, successors and assigns forever against the lawdul c.aims of any and all persobs. In witness whereof, we have hereunto set our hands and seals on the day and date first above written, (L.S.) F. E. Merrell (LIS.) Viola Merrell For Valuable considerations, I hereby transfer, assign, sell and convey the within property, as described above, to the J.M. Steverson & Sons Lumber Company, this the 9th day of Aug., d939. L. D. Joseph. T.L.Kendrick, State of Alabama, Chay- County, I, J R Nelson, Justice of the Peace, in and for said Dounty insaid State, hereby certify that F E Merrell & Viola 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 bears date. Given under my hand this the 7 day of August, 1939 J R Nelson, Justice of the eace The State of Alabama, Clay County I, HR Nelson, a Justice of the eace in and for said County in said State do helpeby certify that on the 7 day of August, 1939, came before me the withinnamed Viola Merrell, known to me to be the wife of the within named F E 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, without fear, constraint or threats on the part of the husband. In witness whereof, I have hereunto set my hand this the 7 day of August, 1939 J R Nelson, Justice of the eace The State of Alabama, County of Jefferson I rene Savage, a Notary Public in and for said County, in said State, hereby certify that T L Kendrick, known to me, acknowledged before me on this date that being inkormed. the contents of this conveyance, he executed the within transfer to the J.M. Steverson

Irene Savage, Notary Public'

Sons Lumber Company, voluntarily on the day the same bears date.

and recorded in deed record 106, page 456 and examined L.C. Walker, Judge of Probate

Given under my hand and seal this 9th day of August, 1939

Filed for record inthis office Sept 2nd 1939 at 8 AM