

1844

STATE OF ALABAMA |  
SHELBY COUNTY |

THIS INDENTURE made and entered into on this the 12th day of February, 1940, by and between Effie McAllister, party of the first part, and W. P. Brosn & Sons Lumber Company, a corporation, party of the second part, Witnesseth:

That for and in consideration of twenty nine hundred dollars, cash in hand paid to the under- signed party of the first part by said party of the second part, the receipt of which is hereby acknow- ledged, the said party of the first part, does hereby grant, bargain, sell and convey unto the said party of the second part, the following described property, to-wit:

All trees or timber measuring ten inches, or more, in diameter, measured twelve inches from the ground, now standing, being or lying upon the following described lands in Shelby County, Alabama, viz:

The following lands in Section 7, Township 18, Range 1 East, to-wit:

The north east quarter of said Section, except the north west diagonal half of the north west quarter of the north east quarter thereof; also the north half of the south east quarter of said Section 7.

All of Section 8, Township 18, Range 1 East, except the south half of the south west quarter, the south half of the south east quarter, that portion of the north west quarter of the north east quarter north of what is known as the Columbiana Road, and that portion of the north west quarter of the south west quarter, which lies south of the Spring Branch.

The following land in Section 9, Township 18 Range 1 East: The west half of the north west quarter, the west half of the north east quarter, the north east quarter of the north west quarter and the north west quarter of the south west quarter.

Also, all that portion of the south east quarter of the south east quarter of Section 5, Township 18, Range 1 East, which lies south of the Columbiana Road.

It is the intention of party of the first part to convey the timber as above described on all land owned by grantor herein, in Sections 5, 7, 8 and 9, Township 18 Range 1 East, whether hereinabove correstly described or not.

Party of the first part, for the consideration above named, grants, bargains, sells and conveys unto the party of the second part, the right to go upon, over and across said lands for the purpose of cutting and removing said timber, and, for that purpose, shall full right to ingress to and from said lands, and the right to tear down and remove ay structures or improvements it may make upon said lands in and about the cutting and rmoving of said timber, therefrom, or necessary or convenient for that purpose.

It is expressly stipulated and agreed that party of the second part shall have the right to cut such timber other than that herein conveyed as may be reasonable necessary for road-ways in getting to and removing said timber from said land, and as may be reasonably necessary in cutting and removing from said land the timber herein conveyed even though it is under the demensions specified.

It is further experssly understood and agreed that if party of the first part shall cut any timber other than of the specified dimensions, except such of smaller dimensions as may be necessary for road purposes, or except of reasonaole necessity for cutting and removing the timber conveyed by this instrument, it shall pay one dollar per tree as a penalty.

It is further stipulated and agre d that it is the intention of this deed to convey all timber of the specified dimensions owned by the seller in Sections 5, 7, 8 and 9, Township 18 Range 1 East, whether spcifically described herein or not, except that party of the second part is not to cut or remove any timber or trees off of said land within five hundred feet of the house known as the "Cluū House"; and it is further understood and agreed that party of the second part is to cut no shade trees within 100 feet of the houses occupied on said premises.

It is further agreed and understood that the cleared land on the land herein described has been leased for farming purposes, and party of the second part is to make no new road ways across any lands

now cleared and leased to lessees on said land.

Party of the second part agrees to use care and diligence in protecting the smaller timber in felling the large trees, and to use precaution in preventing fires.

It is further agreed and understood that party of the second part assumes all liability for any loss or damages resulting to persons or property incident to the cutting and removing of said timber from said land.

That party of the second part, by accepting this conveyance, agrees to all of the provisions thereof purporting to be binding upon it.

To have and to hold the above mentioned property and rights unto the party of the second part, its successors and assigns, for a period of two years from the date of this instrument. At the expiration of two years from the date of this deed, all timber not so cut and removed shall revert to the grantor.

The party of the first part does for herself, her heirs, executors and administrators covenants with the party of the second part, its successors and assigns, that she is lawfully seized in fee simple of said premises, and that the same are free from all encumbrances, and that she has a good right to sell and convey the same, that she will and her heirs, executors and administrators shall warrant and defend the same unto the party of the second part, its successors and assigns forever, against the lawful claims of any and all persons.

In witness whereof I have hereunto set my hand and seal on this the 12th day of February, 1940.

Effie McAllister

THE STATE OF ALABAMA |

JEFFERSON COUNTY |

I, Estelle Finch, a Notary Public in and for said County, in said State, hereby certify that Effie McAllister, an unmarried woman, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 15 day of February, 1940.

Estelle Finch, Notary Public

Filed in this office March 30th, 1940 at 8 am and recorded in Deed Record 108 at page 177 and examined.

STATE OF ALABAMA  
SHELBY COUNTY

L. C. Walker, Judge of Probate

I hereby certify that  
\$ 300 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

L. C. WALKER,  
JUDGE OF PROBATE