THE STATE OF ALABAMA SHELBY COUNTY

THIS INDENTURE made and entered into on this the 16 day of Octo. 1940 by and between L. H. Nunnally, Agent for J. D. McLendon Parties of the First Part and Howard Corbett Party of the Second Part, witnesseth:

That for and in consideration of the sum of One Hundred (\$100.00)------ 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 Pine Trees and Pine 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:

The  $NW_{4}$  of  $SW_{4}$  of Section 3, Township 20, South, Range 3 West. It is hereby agreed and fully understood that the timber to be cut is 10 in. and up in diameter and 12 in. from the ground.

The party of second part shall have six months from date to cut said timber and remove it off of said land.

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 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 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.

TO HAVE AND TO HOLD the above mentioned property and rights unto said Second Party, heirs, successors and assigns, for a period of ten years from the date of this instrument. It is also agreed that after the expiration of ten years from date of this instrument, the time for removal of said timber together with all other rights and privileges herein conveyed, shall be extended from year to year, not to exceed five additional years, upon the payment of ten per cent of the above named consideration to the undersigned, their heirs, successors or assigns, or by depositing said amount to their credit in any Bank in Fayette, Alabema, payable within thirty days after the expiration of said ten years, and in like manner each year thereafter for such additional time, not exceeding five additional years, as above provided for.

The Parties of the First Part do for themselves, their heirs, executors and administrators covenant with said Party of the Second Party, 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 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 the day and date first above written.

L. H. Nunnally, Agent

H. B. Corbett (Seal)

(Seal)

THE STATE OF ALABAMA )

SHELBY COUNTY

I, J. D. Ruffin, a Notary Public in and for said County, in said State, hereby certify that L. H. Nunnally (Agent) 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 he executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of October, A. D. 1940.

J. D. Ruffin, Notary Public.

"iled for record in this office the 17th day of October, 1940 at 5 PM and recorded in Deed Record #109 on page state of Alabama 353 and examined. L. C. Walker, Judge of Probate.

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SHELBY COUNTY

I horoby certify the Privilege Tax has been paid on the withir instrument as required by

> L. C. WALKER, JUDGE OF PROBATE