The State of Alabama

Shelby County

This Indenture made and entered into on this the 25 day of October, 1940, by and between C.H.Fulton and wife, Myrtle Fulton, parties of the first part, and W.P.Brown & Sons Lumber Company, a corporation, party of the second part, Witnesseth:

That for and in consideration of the sum of Thirteen hundred dollars cash in hand paid to the undersigned parties of the first part by the said party of the second part, the reveipt 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 trees and all timber, eight inches or more, in diameter, measured eight 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,

The NET of NET of Section 22, Township 20, Range 2 West; the WE of SWT of Section 6, Township 21 Range 2 West; the SET of SET of Section 32, Township 20 Range 2 West; the SET of NET of Section 29, Township 20 Range 2 West; the SWT of NWT of Section 28, Township 20 Range 2 West

All hardwood is excepted from and not conveyed, so far as the  $SE_4^1$  of the  $NE_4^2$  of Section 29. Township 20 Range 2 West is concerned.

Grantee is to have two years within which to cut and remove all timber except that on the south east quarter of the north east quarter of Section 29 and the Southwest quarter of the north west quarter of Section 28, all in Township 20 Range 2 West, and shall have one and a half years to cut and remove the timber from said two forties.

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 the reon free of any cost of damage whatever, for the convenient removal of said timber or other property over or æross 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 timber, earth amd 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, 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 ther 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 am 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--years from the date of this instrument, as above specified It-is-alsomundersteed

At the expiration of the period of the time hereinabove stated, from the date of this deed,

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, that they 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 for ever 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 written.

C. H.Fulton

(L.S.)

Myrtle Fulton

(SEAL)

The State of Alabama Shelby County

I, HR Evans, a Justice of the Peace in and for said County in said State do hereby certify that CH Fulton and wife, Myrtle Fulton 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 diven under my hand this the 25th day of October, 1940

HR Evans, Justice of the Peace

The State of Alabama, Shelby County

I, HR Evens, a Justice of the Peace in and for said County in said State do here by certify that on the 25th day of october, 1940 came before me the within named Myrtle Fulton, known to me to be the wife of the within named CH Fulton, 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 am accord, and without fear constraint or threats on the part of the husband.

In witness whereof, I have hereunto set my hand this the 25th day of October, 1940

HR Evans, Justice of the Peace

Filed for record in this office october 28th 1940 at 2 PM and recorded in deed record 109, page 378 and examined L C Walker, Judge of Probate