

THE STATE OF ALABAMA

SHELBY COUNTY

THIS INDENTURE made and entered into on this the 1st day of September, 1941, by and between Ada Wyatt, Mrs. Holley King and Mrs. Bertie Griffin as parties of the first part, and W. J. Strickland, party of the second part, WITNESSETH:

That for and in consideration of the sum of Nine hundred (\$900.00) 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 merchantable trees (except Cedar) and timber, Ten inches, or more, in diameter, measured 10 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 SE $\frac{1}{4}$  of SE $\frac{1}{4}$  north of a cross fence running East and West on the North side of W. F. Wyatts plantation; and all the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  which lies east of the Elyton road; and of the East one half of NE $\frac{1}{4}$  East of the Elyton road in Sec. 33 Township 20 range 3 West; and a strip Thirty one Poles wide and one fourth of a mile long on west side of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 34 Township 20 range 3 west; and a strip of land beginning at the pine tree on the Elyton road thence west eight poles to the Creek thence up said creek to the mouth of the branch and up said branch to the road; containing 171 acres more or less. It is distinctly understood that all Cedar trees and Cedar timber is not included in this conveyance; also a small plot of land containing about one acre and lying on the West side of Montevallo and Helena road is hereby excepted.

Also twenty eight acres in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  Section 28 Township 20 range 3 West.

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, 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 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 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 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 1 $\frac{1}{2}$  years from the date of this instrument. It is also understood that after the expiration of ..... years from date of this instrument the time for removal of said timber together with all other rights and privileges herein contained shall be extended from year to year, not to exceed no 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 No, Alabama, payable within thirty days after the expiration of said No years, and in like manner each year thereafter for such additional time, not exceeding ..... additional years, as above provided for.

At the expiration of 1 $\frac{1}{2}$  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 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, 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.

(continued on next page)

STATE OF ALABAMA  
SHELBY COUNTY

I hereby certify that  
\$ 1.00 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

Mrs. Bertie Griffin (L.S.)

Mrs. Holly King (L.S.)

Ada Wyatt (L.S.)

THE STATE OF ALABAMA

COUNTY OF SHELBY

L. C. WALKER,  
JUDGE OF PROBATE

I, Frank Miller, a Notary Public, in and for said County, in said State, hereby certify that  
Ada Wyatt, Holley King and Bertie Griffin 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 1st day of September, 1941.

Frank Miller  
Notary Public

Filed for record in this office on the 3rd day of September, 1941, at 2 o'clock P. M. and recorded  
in Deed Record #112, on page 140 and examined.

L. C. Walker, Judge of Probate.

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