

1115

(\$7.70 Federal Stamps Cancelled on this Deed)

D E E D

STATE OF ALABAMA)
)
 SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Two Thousand Five Hundred (\$2,500) Dollars to the undersigned grantor, Mary Harris Wood, in hand paid by Virginia Ruff Troeger, Richard Ruff and Josephine Brownson Ruff, and other valuable considerations, the receipt of which is hereby acknowledged, we, the said Mary Harris Wood and husband Allen Wood, do hereby grant, bargain, sell and convey unto the said Virginia Ruff Troeger, Richard Ruff and Josephine Brownson Ruff the following described real estate situated in Shelby County, Alabama, to-wit:

The Southwest Quarter ($SW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the South half ($S\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) and the East half ($E\frac{1}{2}$) of the Southwest quarter ($SW\frac{1}{4}$) of Section 36, Township 13, South Range 2 West.

TO HAVE AND TO HOLD to the said Virginia Ruff Troeger, Richard Ruff, and Josephine Brownson Ruff, their heirs and assigns forever, and we do for ourselves and for our heirs, executors and administrators, covenant with the said Virginia Ruff Troeger, Richard Ruff, and Josephine Brownson Ruff, their heirs and assigns that we are lawfully seized in fee of said premises; that they are free from all encumbrances except as follows:

(1st) That there is excepted from this conveyance the coal and other minerals that may be on or under the surface of said land herein conveyed, and the right to mine the same as reserved and excepted in a deed of said land from Jesse Wright and wife to The Birmingham Water Works Company dated May 14, 1913 and recorded in volume 53, page 61 in the office of the Judge of Probate of Shelby County, Alabama; (2nd) that there is excepted from this conveyance and reserved to and by grantor, her heirs and assigns, all of the pine timber now on the aforesaid land which is eight inches (8") in diameter and up at a point twelve inches (12") above the ground at the time said timber is cut, (3rd) that the grantor, her heirs and assigns, shall have the right of ingress, egress and regress for her agents, servants, contractors and employees over, across and along said above described lands for the purpose of cutting, removing and manufacturing said timber and also free rights of way over and across the said above described lands for such roads as the grantor, her heirs and assigns, may desire to construct, build, open or operate for the purpose of cutting and removing said timber; (4th) that grantor, her heirs and assigns, shall be allowed thirty-six (36) months from the date of this conveyance within which to cut and remove the aforesaid timber; (5th) that the grantor, her heirs and assigns, shall have the right to remove from the above described lands within thirty days after the cutting, manufacturing and removing of the timber and/ or lumber manufactured from said timber shall have been completed all machinery, equipment and other improvements placed thereon by grantor, her heirs and assigns, except buildings, homes or structures, in the exercise of the rights herein reserved or granted; (6th) that this conveyance is made subject to all restrictions and easements of record and zoning ordinances pertaining to said property and also subject to any state of facts that would be shown by an inspection or survey of the premises; (7th) that this conveyance is made subject to lien securing payment of State and County ad valorem taxes for the year 1943 which are assumed by the grantees; that we have a good right to sell and convey the above described land; that we will and our heirs, executors, and administrators shall, warrant and defend the same to the said Virginia Ruff Troeger, Richard Ruff, and Josephine Brownson Ruff, their heirs and assigns, forever, against the lawful claims of all persons except claims that may arise out of any matter hereinabove mentioned.

IN WITNESS WHEREOF, we have hereunto set out hands and seals this 21st day of March, 1943.

Mary Harris Wood (SEAL)

Allen Wood (SEAL)

STATE OF ALABAMA

JEFFERSON COUNTY

I, Lucile Coupland, a Notary Public, in and for said County, in said State, hereby certify that Mary Harris Wood and husband Allen Wood, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 26th day of March, 1943.

Lucile Coupland

Notary Public

NOTARY SEAL

STATE OF ALABAMA

JEFFERSON COUNTY

I, Lucile Coupland, a Notary Public in and for said County, in said State, do hereby certify that on the 26th day of March, 1943, came before me the within named Mary Harris Wood, known to me to be the wife of the within named Allen Wood, 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 hereunto set my hand, this 26th day of March, 1943.

Lucile Coupland

Notary Public

NOTARY SEAL

Filed in the office of the Probate Judge the 29th day of March, 1943 at 8 o'clock A. M. and recorded in the Deed Record 114 on page 441 on this the 29th day of March, 1943.

L. C. Walker,

Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 7.00 Privilege Tax
has been paid on the within
Instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE