510

(\$.55 Federal Stamps Cancelled on this Deed)

#1284

DEED

STATE OF ALABAMA
SHELBY COUNTY

This indenture made and entered into on this the 14th day of April, 1943, by and between J.L. Spearman and wife, E. C. Spearman, as parties f the first part and C.H. Fulton, as party of the second part. WITNESSETH:

That for and in consideration of the sum of One Hundred Twenty-Five and no/100 (\$125.00) Dollars, cash, in hand paid to the parties of the first part by 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 party of the second part the following described property, to-wit:

All trees and timber now standing, being or lying upon the following described lands in Shelby County, Alabama, measuring 8 inches and more in diameter from the ground, viz:

The Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 10; the North half of the Northwest Quarter of the Northeast Quarter; the North half of the Northeast Quarter of the Northwest Quarter, Section 15; all in Township221, Range 2 West, Shelby County, Alabama.

Party of the second part is granted the right to go over, upon and across said lands at any and all times to cut and remove said timber therefrom, and to use such roads as may be necessary and convenient for the cutting and removal of said timber, and operate a saw mill thereon if desired by party of the second part for the purpose of manufacturing said timber into lumber, with the right to remove such

sawmills or other structures as he may place on said lands for the aforementioned purposes, at the expiration of the time limit fixed in this contract.

TO HAVE AND TO HOLD the above mentioned property and rights unto the party of the second part, his successors and assigns, for a period of two years from date of this instrument, at which time title to all all trees not cut and removed from said property shall revert to grantors.

The parties of the first part, for themselves, their heirs, executors and administrators, covenant with the party of the second part that they are lawfully seized in fee simple of said premises, that they are free from all incumbrances and that they have a good right to sell and convey the same and that they will and their heirs, executors and administrators shall warrant and defend the same unto the party of the second part, his successors and assigns against the lawful claims of any and all persons.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this the 14th day of April, 1943.

J. L. Spearman (SEAL)

E. C. Spearman X (SEAL) mark

Parties of the 1st part.

STATE OF ALABAMA)
SHELBY COUNTY)

I, Saranel Carter, a Notary Public in and for said County in said State, hereby certify that J.L. Spearman and wife, E.C. Spearman, 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 contnets of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this the 14th day of April, A.D. 1943.

Saranel Carter Notary Public NOTARY SEAL

STATE OF ALABAMA
SHELBY COUNTY

I, Saranel Carter, a Notary Public in and for said County, in said State, hereby certify that on the 14th day of April, 1943, came before me the within named E.C. Spearman, known to me(or made known to me) to be the wife of the within named J.L. Spearman, 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 have heraunto set my hand, this the 14th day of April, 1943.

Saranel Carter Notary Public

NOTARY SEAL

Filed in the office of the Probate Judge the 14th day of April, 1943 at 11;30 o'clock A.M. and recorded in the Deed Record 114 on page 518 this the 14th day of April, 1943.

STATE OF ALABAMA

SHELBY COUNTY

I hereby certify that

nas been paid on the Friday
Instrument as required by
Iow.

L. C. WALKER,

L. C. Walker,

Judge of Probate