

(\$1.10 Federal Stamps Cancelled on this Deed)
DEED

#1051

154

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STATE OF ALABAMA X

JEFFERSON COUNTY X

THIS INDENTURE, made and entered into on this the 26th day of February, 1944, by and between Mary F. Tipton and John W. Tipton, parties of the first part, and Grayson Lumber Company, party of the second part.

WITNESSETH: That for and in consideration of the sum of Eight Hundred Dollars (\$800.00) in hand paid to parties of the first part by party of the second part, receipt of which is hereby acknowledged, the parties of the first, part do hereby grant, bargain, sell and convey unto the said party of the second part, all merchantable Timber measuring 8 inches and over in diameter, 10 inches from the ground, on the following described land, situated in Shelby County, Alabama, to-wit:

The NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Fractional Section 22, Township 22, Range 1 East, also that part of the SW $\frac{1}{4}$ of Fractional Section 22, Township 22, Range 1 East, lying within the following boundaries, to-wit:

Commencing at the SW corner of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said fractional Section 22 and running south along the section line across Spring Creek and up to the top of Rocky Ridge, thence in a northeasterly direction along the top of said Ridge to the line running south from the SE corner of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said fractional Section 22, thence north along said line to the east bank of Spring Creek, thence along the east bank of Spring Creek to the south boundary of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Fractional Section 22, thence west to the starting point.

Also all that part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Fractional Section 22, Township 22, Range 1 East, lying west of the east bank of Spring Creek, and containing in all 85 acres more or less.

Also, for the consideration above named, said parties of the first part, do grant, bargain, sell and give to the parties of the second part, its successors and assigns, for a period of two and one-half (2 $\frac{1}{2}$) years from date hereof, the right to go upon said lands at any and all times; to cut, build, operate, and maintain all necessary or convenient roadways for the removal of said Timber or other property over and across said land. Also, the right to locate, build, operate and maintain sawmills, 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 herein specified. It is also understood that the party of the second part shall have the right to use any water on said lands. It, however, is expressly agreed and understood that all rights hereunder shall cease and terminate at the expiration of two and one-half (2 $\frac{1}{2}$) years from date hereof. except that the party of the second part may at his option by giving a sixty day written notice prior to the expiration of the said two and one-half years, and the payment of Eighty Dollars (\$80.00) get an extension of an additional year for the removal of said Timber, with the rights and privileges as outlined above.

TO HAVE AND TO HOLD, the above granted property and rights unto said second party, its successors and assigns, subject to the limitations and restrictions set out herein.

The parties of the first part do for themselves, their heirs, executors and administrators covenant with the party of the second part, its successors or assigns that they are lawfully seized in fee simple of said premises, and that the same are free from all incumbrance, 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 its successors and assigns forever against the lawful claims of any and all persons.

WITNESS OUR HANDS AND SEALS this the 26th day of February, 1944.

Mary F. Tipton

John W. Tipton

STATE OF ALABAMA X

JEFFERSON COUNTY X

I, F. B. Burns, a Notary Public in and for said County, in said State, hereby certify that John W. Tipton and wife Mary F. Tipton, 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 26th day of February, 1944.

NOTARIAL SEAL

F. B. Burns
Notary Public
Notary Public Jefferson County, Ala.
My commission expires Sept. 25, 1947.

STATE OF ALABAMA Q

JEFFERSON COUNTY X

I, F. B. Burns, a Notary Public in and for said County, in said State, hereby certify that on the 26th day of February, 1944, came before me the within named Mary F. Tipton, known to me, to be the wife of the within named John W. Tipton, 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, constraints or threats on the part of her husband.

In witness whereof, I hereunto set my hand this 26th day of February, 1944.

NOTARIAL SEAL

F. B. Burns
Notary Public
Notary Public Jefferson County, Ala.
My commission expires Sept. 25, 1947.

Filed in the office of the Probate Judge the 2nd day of March, 1944 at 1 o'clock P.M. and recorded in the Deed Record 118 on page 154 on this the 2nd day of March, 1944.

L.C. Walker,

Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I, L.C. Walker, Judge of Probate for Shelby County, Alabama, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of said County.

L. C. WALKER
JUDGE OF PROBATE

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