\$1.65 Federal Stamps Cancelled on this Deed

#2002

## TIMBER DEED

STATE OF ALABAMA, 1

SHEIBY COUNTY...

KNOW ALL MEN BY THESE PRESENTS, That, C. R. Montgomery and wife, Vesta Montgomery, for and in consideration of the sum of FITTEEN HUNDRED & No/100----DOLLARS, and in further consideration of the terms and conditions hereinafter set forth, to us in hand paid by H. Moore and Willis H. Moore, the receipt whereast is hereby acknowledged, we, the said C. R. Montgomery and wife, Vesta Montgomery do grant, bargain, sall, and convey unto the said H. Moore and Willis H. Moore, under the hereinafter named terms and conditions, that following described property situated in Shelby County, Alabama, to wit:

All of the merchantable pine, gum, and poplar trees now stending and being on the hereinafter described real estate, measuring 6 inches and up in diemeter, at the ground at and for the hereinafter named price and on the hereinafter several described tracts of land, said price of timber and the land hereinafter described situated the Shelby County, Alabama, to wit: (a) The grantess herein agree to pay to the granter herein the sum of \$1.25 per cord for all pulp wood cut and moved from the hereinafter described lands, and the sum of \$3.00 per cord for all cooperage timber cut and removed from said hereinafter described lands, to wit: The Northeast Quarter of the South east Quarter and the Southeast Quarter of the Northeast Quarter, EXCEPT 5 acres in the Northeast corner described as beginning at the Northeast corner and run thence South 400 feet; thence West 545 feet; run thence North 400 feet; thence East 545 feet to the point of beginning; also, that part of the Northwest Quarter of the Southwest Quarter of Section 4, beginning at the Southwest corner of said forty and run thence East 397 feet; run thence North to the North line of said forty; run thence West 397 feet to the Northwest corner of said forty, run thence South to the Point of beginning, all in Township 24, Range 15 East.

(b). The grantess herein agree to pay to the grantor herein the sum of \$1.00 per cord for all pulp wood cut and removed from the hereinafter described lands and the sum of \$3.00 per cord for all cooperage timber cut and removed from said hereinafter described lands, to wit: The West Half of the Northeast Quarter; all that part of the East Half of the Northwest Quarter lying East of Waxahatchie Creek; the Southeast Quarter of the Northeast Quarter; all that part of the West Half of the Southeast Quarter which lies East of Waxahatchie Creek; the East Half of the Southeast Quarter; all in Section 7, Township 24, Range 15 East;

also, the West Half of the Southwest Quarter; and the Northeast Quarter of the Southwest Quarter, all in Section 8, Township 24, Range 15 East.

The grantors herein grant to the grantees the right of ingress and egress together with their agents, servants, and employees, over, across, and along said lands for the purpose of cutting and removing said timber from said lands.

It is further agreed between the parties hereto that all timber and trees upon the above described lands suitable for heading mill timbers shall be cut and delivered to the Alabama Cooperage Company at Columbiana, Alabama, and that all other timbers, as heretofore described, not suitable for cooperage timbers shall be cut and delivered as pulp wood to the Gulf States Paper Corporation, and that the basis for the estimations of the paper wood cut shall be the measurements made and submitted by the Gulf States Paper Corporation, and that the estimates for the basis of the Cooperage timber cut and removed shall be the estimates made and furnished by the Alabama Cooperage Company at Columbiana, Alabama.

It is further agreed between the grantors herein and the grantees herein that the grantees have paid the sum of FIFTEEN HUNDRED DOLLARS as a payment in advance for the timbers to be cut, and removed from the above described ands, and that if and when, the timbers cut and removed from the above described lands, at the rate per cordas hereinabove described, amounts to the sum of FIFTEEN HUNDRED DOLLARS, then the grantees herein agree to pay to the grantors herein the same price per cord as herebefore named, payments to be made weekly, or upon the estimates furnished by the Gulf States Paper Corporation, and by the Alabama Cooperage Corporation, as aforesaid.

It is further agreed between the grantors and the grantees herein that when all of the merchantable timber, as aforesaid, has been cut and removed from the above described lands at the above named price that if the stumpage as herein named does not amount to the sum of FIFTEEN HUNDRED DOLLARS then the grantor, C.

R. Montgomery, hereby agrees to reimburse the grantees herein in the sum of said deficit and the said grantees herein shall have a lien against the above described lands as security for said indebtedness.

The grantees herein further agree that they will cut and remove the merchantable timber, as afore-said, from the several tracts of land herein described when once they begin cutting on the several and separate tracts herein above described, and that said cutting shall be continuous and complete before contiguous tracts, or other tracts have been cut.

It is further agreed that the grantees, their heirs, executors, or assigns shall be allowed a period from the date hereof until the first day of January, 1947, within which to cut and remove said timbers herein conveyed, and that said grantees herein shall cut and remove said timber and trees in such manner as not to cause any unnecessary damage to the timber not herein conveyed.

It is further agreed between the grantors and the grantees herein that upon the termination of this contract that all the right, title, and interest, and claim to all trees and timber not cut and removed therefrom shall revert to the grantors, their heirs, or assigns and all the right, title, and interest therein of the grantees herein shall terminate.

TO HAVE AND TO HOLD to the said H. Moore and Willis H. Moore, and unto their heirs, and assigns for the period, as aforesaid.

And we do, for ourselves, and our heirs, and executors, and administrators, covenant with the said H. Moore and Willis H. Moore, their heirs and assigns, that we are lawfully seized in fee simple of the property herein conveyed; that said property is free from all encumbrances and that we have a good right to sell and convey said property herein described; that we will, and our heirs, executors, and administrators, shall warrant and defend the same to the said H. Moore and Willis H. Moore, and unto their heirs and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, we, the said C. R. Montgomery and wife, Vesta Montgomery, the grantors herein, and H. Moore, and Willis H. Moore, the grantees herein, have hereunto set our hands and seals in duplicate on this the 10th. day of July, 1945.

C. R. Montgomery (Seal)

Vesta Montgomery (Seal)

H. Moore (Seal)

Willis H. Moore (Seal)

STATE OF ALABAMA,
SHELBY COUNTY...

I, Paul O. Luck, a Notary Public, in and for said County, in said State, hereby certify that C. R. Montgomery and wife, Vesta Montgomery; and H. Moore and Willis H. Moore, whose names are signed to the foregoing conveyance and agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance and agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 10th. day of July, 1945.

Paul O. Luck, Notary Public, Shelby County, Alabama.

STATE OF ALABAMA,
SHELBY COUNTY...

I, Paul O. Luck, a Notary Public, in and for said County, in said State, hereby certify that on the 10th. day of July, 1945, came before me the within named Vesta Montgomery, known to me to be the wife of the within named C. R. Montgomery, who, being examined separate and apart from her husband touching her signature to the within conveyance and agreement, acknowledged that she signed the same of her own free will and accord, and without fear, threats, or constraint on the part of the husband.

In witness whereof, I have hereunto set my hand this the 10th. day of July, 1945.

Paul O. Luck, Notary Public, Shelby County, Alabama.

Filed forrecord in this office on the 11th day of July, 1945, at nine o'clock A. M. and duly recorded in Deed Record Vol. 121 on page 315 and examined.

L. C. Walker, Judge of Probate.