#3693

TIMBER DEED

THE STATE OF A LABAMA, SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of Twenty Five no/100-- - - - - - - - - Dollars cash to me in hand paid by T.J. Farlow, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged to the undersigned J.F. Pruitt and have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said T. J. Farlow all of the timber and trees of every kind and description, both standing and fallen, situated and being upon the following described lands in Shelby County, Alabama, to-wit:

On all lands sold by J.F. Pruitt to T.J. Farlow on 14th day of December, 1945 as recorded in Deed Book
No. 122 page 312 in Probate Office of Shelby County, Alabama.

containing in the aggregage 12 acres, more or less. TO HAVE AND TO HOLD, unto the said T.J. Farlow his heirs and assigns, forever subject to the conditions and limitations hereinafter set out.

And in further consideration of the sum of Twenty Five & no/100 Dollars so paid by the said T.J. Farlow, receipt whereof is hereby acknowledged I, the undersigned J.F. Pruitt and do hereby grant, bargain, sell and convey unto the said T.J. Farlow his heirs and assigns, the following rights, powers, privileges and immunities i.e.

- 1. The right to enter upon the said lands and cut and remove the said timber therefrom, together with the right of ingress, egress and regress, in, over, upon and across said lands, necessary and ordinarily appurtenant to the convenient, cutting, hauling, manufacturing, shipping, and handling of such timber and the products thereof; the right to build, construct, maintain, operate and use on said lands, roads, reallroads, tramroads and any and all other kinds of roads, and to build, construct, maintain, operate and use on said lands all such causeways and bridges as may be necessary or convenient; and to use the same for any and all purposes which may be found necessary or convenient in the business of the grantee, his heirs or assigns, and in handling, hauling, moving, transporting, loading, unloading and shipping of logs and timber, and the products thereof, cut from the above described lands, or from any other lands in the same neighborhood, and personal property, of every kind and description, belonging to the grant, his heirs and assigns.
- 2. The right to build, erect, construct, maintain, repair and use on said lands, all such necessary houses, buildings and structures of every kind and description, that may be Bound necessary or convenient; to construct, erect, build, maintain, repair and use on said lands, corrals, sheds, stables and enclosures for live stock, cattle, and any kind of personal property; to build, construct, erect, maintain, have and use on said lands, log yards, lumber yards, saw mills, planing mills, and any and all other kinds of mills, factories and dry kilns, and to place, erect, maintain and use on said lands machinery of any and all kinds; and to use the same in manufacturing said trees and logs cut from said lands, into lumber and products of any and all other kinds, and in otherwise handling the same, and in manufacturing, and otherwise handling, lumber, timber, trees and logs, cut from any other lands in the same neighborhood, into products of any and all kinds.
- 3. All such other rights, powers, privileges and immunities as are necessary and ordinarily appurtement to the convenient cutting, hauling, manufacturing, loading, storing, stacking, shpping, handling and drying, of the timber, trees and logs hereby conveyed, and the products thereof, and any other timber, trees, logs and lumber, upon, or secured from, any other lands in the same neighborhood; and the right to use the lands above described, for any and all of the purposes mentioned in this paragraph.

It is distinctly understood and hereby contracted and agreed, however, that the rights, powers, privileges and immunities, hereinafter given and granted to the said T.J. Farlow, his heirs and assigns, are given and granted for a period of forever years next after the date hereof; and that upon the expiration of years, next, after the date hereof, all of the timber hereby conveyed, which then remains standing and uncut on said lands, and the title thereto, shall, at once, revert to and become the absolute property of the grantor heirs and assigns, freed forever from all right, title, interest and claim on the part of the grantee, heirs and assigns, in or to the same, and that upon the expiration of years next after the date hereof, all of the rights, powers, privileges and immunities, hereinbotte given and granted to the said T.J. Farlow, his heirs and assigns, shall cease and determine; provided

however. that the said heirs and assigns, shall be and are hereby given and granted an additional period of years period, during which time may re-enter said lands and take thirty days, next after the expiration of said up, tear down, move and carry away any and all improvements, buildings and machinery, of any and all kinds, which may be placed, erected or constructed on said lands, by the said heirs and assigns, during the above mentioned period of years, and also have the privilege of removing anyyand all personal property, of every kind and description, which may be left on the said lands by the grantee heirs or assigns. And for such purposes the grantee herein, his heirs and assigns, shall have, and I hereby given and granted all of the rights, privileges and immunities hereinabove enumerated, (with the exception of the right to cut timber), for such additional period of thirty days next after the expiration of said years period. And it is expressly understood and agreed by and between the parties hereto that none of the improvements, machinery or buildings, of any kind or description which may be placed, erected or constructed on said lands by the grantee herein, heirs or assigns during the period covered by this contract, shall be deemed fixtures, but that the same, and every part thereof shall, in all things, be deemed and treated as personal property, and that the same shall, at all times, be and remain the absolute property of the grantee herein, his heirs and assigns, and subject to the right of removal from said lands by the grantee his heirs and assigns.

And I do expressly covenant and agree to and with the right T.J. Farlow his heirs and assigns, that lawfully seized and possessed of an indefeasible, fee simple title in and to said timber, rights, powers, privileges and immunities herein granted and conveyed; that the same arefree from any and all liens, mortgages and encumbrances; that we have a good and perfect right to sell and convey the same as aforesaid, and that, subject to the terms and conditions of this contract, I will and my heirs, executors and administrators shall warrant and defend the title and peaceable possession of said timber, rights, powers, privileges and immunities herein granted and conveyed, unto the said T.J. Farlow, heirs and assigns.

Witness our hands and seals this the 27 day of July, 1946.

J.F. Pruitt (SEAL)

STATE OF ALABAMA

SHELBY COUNTY

I, Dixon B. Jones, a Notary Public Ex Off Justice of Peace in and for said County and State, hereby certify that J.F. Pruitt, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this the 27th day of July, 1946.

Dixon B. Jones
Notary Public & Ex Off J.P. in and for
Shelby County, Ala.

Filed in the office of the Probate Judge the 31st day of August, 1946 at 1 o'clock P.M. and recorded in the Deed Record 126 on page 261 on this the 2nd day of August, 1946.

SMELBY COUNTY

I hereby carrify there

a. 50 Privilege Top

and been paid on the within

Indirument as required to

low.

MINDE OF PROMOTE

Judge of Probate

L.C. Malker.