TIMBER DEED

# 1564

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Eight Thousand Dollars to the undersigned grantors, Forrest Chancellor and wife, Emma Chancellor, Walter H. Chancellor and wife, Mary Chancellor, Elizabeth Chancellor, a single woman, and Lee Chancellor, a single man, being the sole and surviving heirs at law of Mary E. Chancellor, deceased, except for another daughter, Lena Chancellor Stone, who has heretofore conveyed her interest in the land described below to the grantors hereing, in hand paid by Wood Lumber Company, Inc., a corporation, the receipt whereof is hereby acknowledged, we, the said Forrest Chancellor and wife, Emma Chancellor, Walter H. Chancellor and wife, Mary Chancellor, Elizabeth Chancellor, and Lee Chancellor, do hereby grant, bargain, sell and convey unto the said Wood Lumber Company, Inc., all timber eight inches or more in diameter, ten inches from the ground upon the following described land in Shelby County, Alabama; also all water upon the same, necessary for the cutting of same, and the preparation of the same for the market and the removal of the same; and also the right of way and the right to build roads of any description over the same; except over crop lands, necessary for the convenient transporation of said timber from said lands, and the conveying and transporting to and from said lands all material and implements that may be of use in cutting and removal of said timber or in the preparation of the same for market. And, also, the right to build houses on said land for all employees and machinery and to remove same at termination of this agreement, provided that the grantee shall not erect its saw mill or houses on crop lands; said land on which said timber is being sold is described as follows:

The SWH of SEH and SEH of SWH in Section 11, Township 20, Range 2E; also that part of the NWH of NEH lying north of Wilsonville and Kymulga Road, being approximately 32 acres in Section 14, Township 20, Range 2E; also SE of Section 13, Township 20, Range 2E lying north of Coosa River, except for the following described land: Commence on the north bank of Coosa River where the same intersects the west boundry line of Section 24, Township 20, Range 2E, and run thence up said river with its meanderings 51.88 chains to a fence; run thence north, 61 degrees west, along said fence 29.85 chains; thence run north, 20 degrees east, 9.08 chains; thence run north, 32 degrees west, 11 chains; thence run south, 68 degrees west, 16.59 chains to the west boundry line of Section 13, of said township and range; thence south along the section

line between Sections 13 and 14 and 23 and 24, 53.53 chains more or less, to point of beginning on the north bank of Coosa River; the land herein excepted being partly in Section 24 and partly in the  $S_{\frac{1}{2}}$  of  $SW_{4}^{1}$  of Section 13, all in Township 20, Range 2E and containing

136 acres more or less; all of said land being situated in Shelby County, Alabama; together with full and free right of ingress and egress to and from said land at any and all times until the 1st day of July, 1948 for the purpose of cutting and removing said timber and exercising any other rights or privileges granted in this deed, but after said time the grantee shall have no further rights or interest in said land or timber, and the same shall revert to the grantors.

The grantee shall use all reasonable care to prevent any part of said land from being burned over, and shall do no unnecessary damage to timber not herein conveyed. The grantee further agrees to remove from cultivatable lands all tree tops cut by grantee, which fall on said lands.

It is understood and agreed that the grantee shall cut no timber within 200 feet of any dwelling house situated sonnsaid land, except the dwelling house sometimes known as the Bert Messer or White house, it being understood and agreed that grantee shall cut no timber within a certain area surrounding said house, the boundary lines of which have been agreed to by the grantors and grantee. It is further understood and agreed that the grantee shall use all reasonable care not to damage or tear down any pasture fences on said land, and should the same be damaged or torn down by grantee or its agents then grantee shall immediately restore said fence at any place damaged or torn down.

The grantor agrees not to interfere in any manner with grantee's operations in cutting said timber, and preparing the same for market, and removing the same from said lands, as provided for hereing.

It is further understood and agreed that grantor shall have the right to remove and sell or otherwise dispose of any tree tops cut by grantee, provided the grantor does not interfere with the grantee's operations, as provided for herein.

And we do for ourselves and for our heirs, executors and administrators covenant with the said Wood Lumber Company, Inc., its successors and assigns, that we are lawfully seized of said premises in fee simple; that they are free from all encumbrances and that we have a good right to sell and convey said timber as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Wood Lumber Company, Inc., its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF. We have hereunto set our hands and seals this 30 day of January. 1947.

Karl C. Harrison		Forrest Chancellor	(SEAL)
Witness	•	Emma Chancellor	(SEAL)
•	'	Walter H. Chancellor	(SEAL)
	*	Mary Chancellor	(SEAL)
l ••••		Elizabeth Chancellor	(SEAL)
Karl C. Harrison Witness		Lee Chancellor	(SEAL)

STATE OF ALABAMA

TAILADEGA COUNTY

I, Evelyn R. Conville, a Notary Public in and for said County, in said State, hereby certify that Forrest Chancellor and wife, Emma Chancellor, 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 this 30 day of January, 1947.

NOTARIAL SEAL

Evelyn K. Conville Notary Public STATE OF ALABAMA

TALLADEGA COUNTY

I, Evelyn R. Conville, a Notary Public in and for said County, in said State, hereby certify that on the 30 day of January, 1947, came before me the within named Emma Chancellor known to me (or made known to me) to be the wife of the within named Forrest Chancellor who, being examined separate and apart from the husband touching her signature to the within Deed 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 30 day of January, 1947.

Evelyn R. Conville Notary Public

NOTARIAL SEAL

STATE OF ALABAMA

TALLADEGA COUNTY

I, Evelyn R. Conville a Notary Public, in and for said County, in said State, hereby certify that Walter H. Chancellor and wife, Mary Chancellor, 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 this 30 day of January, 1947.

Evelyn R. Conville Notary Public

NOTARIAL SEAL

STATE OF ALABAMA

TALLADEGA COUNTY

I, Evelyn R. Convilled, a Notary Public in and for said County, in said State, hereby certify that on the 30 day of January, 1947, came before me the within named Mary Chancellor known to me (or made known to me) to be the wife of the within named Walter H. Chancellor who, being examined seaparte and apart from the husband touching her signature to the within Deed 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 30 day of January, 1947.

Evelyn R. Cohville Notary Public

NOTARIAL SEAL

STATE OF ALABAMA

TALLADEGA COUNTY

I, Evelyn R. Conville, a Notary Public in and for said County, in said State, hereby certify that Elizabeth Chancellor, an unmarried woman, 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 this conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of January, 1947.

Evelyn R. Conville Notary Public

NOTARIAL SEAL

STATE OF ALABAMA

TALLADEGA COUNTY

I, Evelyn R. Conville, a Notary Public, in and for said County, in said State, hereby certify that Lee Chancellor, an unmarried man, whose name is signed to the foregoing conveyance, and who is know to me, acknowledged before me on this day that, being informed of the contents of this conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of January, 1947.

Evelyn R. Conville Notary Public

NOTARIAL SEAL

Filed in the office of the Probate Judge on the 4th day of February, 1947 at 3 P. M. o'clock and duly recorded in Deed Record 127 page 481 on the 11th day of February, 1947.

SATE OF ALADAMA

SHELBY GOUNTY

S.O.O. Privilege Telephone

Instrument of required by

L. G. WALKER

AURER OF PRODATE

L. C. Walker

Judge of Probate