State of Alabama,

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Jefferson County.

Know all men by these presents: That whereas, the Vida Lumber Company, a corporation, is just by and truly invebted to the Oden-Elliott Lumber Company, a partnership composed of J. W. Oden and J. J. Elliott, in the sum of \$75,000.00, such indebtedness being evidenced by the corporation's note in said amount, dated January 2nd., 1928, and due and payable one year after date, with interest at 6% per annum, and said corporation being desirous of securing the prompt payment of said indebtedness with interest when due, and a meeting of the stockholders and directors of said corporation having been held on Monday, January 2., 1928, at which meeting the unanimous vote of said stockholders and directors authorized and directed the execution of this conveyance to the Odeh-Elliott Lumber Company by the President and the Secretary of the corporation,

Now, for end in consideration of the above recited indebtedness, and the sum of One bollar in cash in hand paid to said corporation by the Oden-Elliott Kumber company, the receipt whereof is hereby acknowledged, and in accordance with the resolutions of said stockholders and directors above mentioned, the Vida Lumber company, a corporation, by J. J. Elliott, as its President, and W. P. Splawn as its Secretary, has bargained and sold, and does hereby grant, bargain, sell and convey unto the said Oden-Elliott Lumber company all that certain personal property and real estate situated in the counties of Shelby and Jefferson, in the State of Alabama, set forth and described in that certain schedule hereto attached marked "Exhibit A", and made a part hereof, and being referred to for a particular description and identification.

To have and to hold unto the said Oden-Elliott Lumber Company, its successors and assigns forever.

And for the purpose of further securing the payments of said note, the grantor herein agrees to pay all taxes and assessments when imposed legally upon said premises, and should we make default in the payment of the same, the "den-Elliott Lumber "ompany may at its option pay off the same. All amounts so expended by the Oden-Elliott Lumber Co. shall become a debt to them additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said Oden Elliott Lumber Company and be due and payable at the maturity of the next note to become duel

UPON CONDITION, HOWEVER, That if the said Vida Lumber Company pay said note and reimburse said Oden Elliott Lumber 'ompany for any amount it may have expended as taxes and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Oden Elliott Lumber 'ompany, or should said note, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Oden Elliott Lumber Company, or their assings in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Oden Elliott Lumber 'ompany, its agent or assigns, shall be authorized to take possession of the premiese hereby conveyed, and after giving thirty days' notice, by publication/once a week, for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published at Birmingham in said County and State, to sell the same in front of the Court House door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any emonts that may have been expended or that may then be necessary to expend, in paying taxes and other incumbrances, with interest thereon; Third, to the payment of said note in full, whether the same shall or shall not have fully matured at the date of said sale but no interest shall be collected beyond the day of sale, and Courth, the halance, if any, to be turned over to the said Vida Lumber and we further agree that said Oden tumber 'ompany, their agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and we further agree to pay a reasonable attorney's fee to said Oden "Illiott Lumber "ompany ar their assigns, for the foreclosure of this mortgage in chancery. same be foreclosed, said fre to be a part of the debt hereby secured.

Witness our hand and seal this the 6th day of January, 1928.

Attest:

VIDA LUMBER COMPANY By J. J. Elliott As President

W. P. Splawn Secretary.

State of Alabama,

Jefferson County.

I, Vassar L. Allen, a Notary Fublic, in and for said county and said state, hereby certify that J. J. Elliott as President of the Vida Lumber Company, a corporation, 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 he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 6th day of January, 1928.

Vassar L. Allen Notary Public.

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MINUTES OF STOCKHOLDERS MEETING OF THE VIDA LUMBER COMPANY.

A meeting of the stockholders of the 'ida Lumber 'ompany was held at the office of the corporation in the City of Dirmingham at the office of the corporation on Monday, January 2, 1928, at twelve oclock, noon.

There were present in person all of the stockholders of the corporation, namely, J. W. Oden, J. J. Elliott and W. P. Splawn.

J. W. Oden acted as Chairman of the meeting and W. P. Splawn acted as Secretary of the meeting.

The Chairman stated that the purpose of the meeting was to consider the affairs of the corporation and their means of securing its indebtedness to the "den Elliott Limber "ompany, A general discussion of the affairs of the corporation was had at the end of which Mr. W. P. Splawn offered the following resolution and moved its adoption, to-wit:

"Whereas, the Vida Lumber 'ompany is indebted to the Oden Elliott Lumber Company in the sum of \$167,210.70, as representing the debtit balance against this corporation covering the operations of several years, and,

Thereas, the corporation is unable to pay this amount and desires to secure the same.

NOW BE IT RESOLVED by the stockholders and Pirectors (the Directors being the same persons as the stockholders) that the President and Secretary of this corporation are hereby directed to execute and deliver to the firm of Oden Elliott Lumber Company the corporation's note in the sum of \$167,210.70, dated January 2, 1928, and payable one year after date, with interest at 6% per annum, and to execute, acknowledged and deliver unto the Oden Elliott Lumber Company in the name of the corporation a mortgage sequring said note and conveying to Oden Elliott Lumber Company, as Mortgages, all of the lands, timber, timber rights and personal properties of all kinds owned and used by the corporation situated in Jefferson and Phelby Counties, Alabama, the same being the properties acquired by the Vida Lumber Company from C. H. Grayson, and being the same properties operated from and by the saw mill plant located at Leeds, Alabama."

A motion to adopt the foregoing resolution was duly seconded by J. J. Elliott and upon vote the resolution was adopted by unanimous vote of the stockholders and so declared.

There being no further indebtedness before the meeting, the meeting then adjourned.

J. W. Oden Chairman

W. P. Splawn Secretary

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EXHIBIT A.

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In Hefferson County, Alabama: In Cownship 18, South, Range 1 West.

In Section 8: No of Ski, Ski of Ski; Nki of Swi. 160 acres.

In Cownship 17, South, Range 1 East.

In Section 16: All that portion of the Slip of Slip, more particularly described as follows: Commencing at the SE corner of the SM of said Section; thence North along the East line of said SM of said Section 632 feet; thence South 86 degrees 30' West 200 feet to center line of the macademized road; thence Southwesterly along the enter line of said road 540 feet to a point in the East line of the We of the SE of the Stand Section; thence North 239 feet, more or less, to the center of Little Cahaba Creek; thence Southwesterly along the center line of said Creek with its meanderings 422 feet, more or less, to the Northeastern corner of a tract conveyed by P. B. Wilson and Mollie J. Wilson to the Standard Portland Cement Company by deed dated the 19th day of June, 1919, and recorded in Record of Deeds, Vol. 968, Page 253, in the office of the Judge of Probate of Jefferson bounty, Plabama: thence bouth 43 degrees East along the Western line of the tract conveyed to said Standard Portland Cement "ompany 152 feet to the center line of the macademized road; thence South 48 degrees and 10 minutes West 100 feet; thence bouth 49 degrees East 281 feet, more or less, to apoint in the South line of said Pection 16, which point is 6 rods West of the Poutheast corner of the West half of Poutheast Quarter of Pouthwest Quarter of said Section 16; thence East along the Pouth line of said Section 16 730 feet. more or less, to the point of beginning excepting those portions of said described tracts heretofore conveyed to J.W.Lewis, Jr., by deeds recorded in the office of the Judge of Probate of Jefferson County, Alabama, in Vol. 985, page 280, and Vol. ---, Page---, one of said parcels so conveyed to J.W.Lewis Jr., and hereby excepted from this conveyance being described as follows: Commence at the Coutheast corner of the Couthwest Quarter of said Section 16, thence West along the Pouth line of said Pouthwest Quarter of said Section 730 feet; thence North 49 degrees West 281 feet to the center of the macadamized road; thence North 48 degrees and ten minutes East along the center of said road 326 feet, for point of beginning; from said point of beginning run North 41 degrees and 50 minutes West, and at right angles to said road, 239 feet to the center land at right angles to said road, 239 feet to the center land at little Cahaba Creek; thence along the center of said Creek in a Northeasterly direction 185 feet; thence South 2 degrees and 15 minutes East 245 feet to the center of said macadamized road; thence bouth 48 degrees and 10 minutes West along the center line of said road 20 feet to the point of beginning, said lot or parcel of land containing sixty onehundredths of an acre. And the other of said parcels so heretofore conveyed to J.W.Lewis, Jr., and hereby excepted from this conveyance being described as follows: Beginning at the Southwest corner of the lot or parcel last hereinbefore described and excepted from this conveyence, and from such point of beginning run in a Southwesterly direction along the North side of said macademized road a distance of 119 feet; thence North 37 degrees West 194 feet to the center of Little Cahaba Creek; thence along the center line of said Creek in a Notherly direction to the intersection of the center line of said Creek with the Western line of said last hereintefore described tract; thence in a Southeasterly direction along the mestern line of said last described lot a distance of 239 feet to the point of beginning.

Also except the easements of the Central of Georgia Railway over a strip 100 feet wide (50 feet on either side of the center line of said Central of Georgia Railway as now located). The parcel of real estate hereby conveyed consisting of approximately II acres, together with the saw mill, mill buildings, machinery, dry kilns, commissary buildings, dwelling house, tool-house, and all other buildings and improvements located thereon, and the rights, privileges, easements hereditaments and appurtenences thereunto belonging or in any wise appertaining.

Also an easement or right of way on and along the Western side of the tract or parcel of land conveyed by P.B. Wilson and Mollie J. Wilson to the Ptandard Portland Cement Company, above mentioned and described, said right of way hereby conveyed not exceeding 10 feet in width and extending from the Southwest corner of said Standard Portland Cement Company's tract and along the Southwest side thereof to the spring near the creek, with the right to convey and use said water for domestic purposes.

Also the following described lands in said Section 16, Township 17, South, Range 1, East:

That certain tract of land described as follows: Beginning at the Southeast corner of Block 2, as shown by map of Farley's addition to Leeds, recorded in the office of the Judge of Probate of Jefferson County, Alabama, in Map Book 8, Page 45, thence in a Southeastward direction parallel with the right of way of the Southean Railway 100 feet, to the property of the Standard Portland Cement Company, thence Northward parallel with the Easterly line of Block 2 of Farley's addition to Leeds 300 feet; thence at right angles Westerly 100 feet; thence Couthward 300 feet to point of beginning, the same being a tract 100 by 300 feet, and lying on the Coutheast side of and ajacent to said Block 2, Farley's Addition.

Also, Lots 1,2,3,6,10,11,12,13,14,15,16,17 and 18, in Block 1, and also all of Block 2, as shown and designated on the map of Farley's Addition to Leeds, as recorded in the office of the Probate Judge of Jefferson County, Alabama, in Map Book 8, Page 43.

Also, the following lands situated in the Northwest Quarter of the Southwest Quarter of Section 16, Township 17, South, Range 1, East: Beginning at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section; thence run South 2 degrees and 30 minutes. East 1204 feet to the North boundary of the right of way of the Central of Georgia Railway; thence South 78 degrees East along the North boundary of said right of way 560 feet; thence North 20 degrees East 298.5 feet; thence North 2 degrees and 30 minutes West 1020 feet to the North boundary line of said forty acre tract; thence South 89 debrees West 665 feet to the point of beginning, containing 18.43 acres more or less.

Also, that parcel of land bounded by and enclosed by and within the following lines; Beginning at the North-west corner of the Couthwest Quarter of Su, of said Section 16, Township 17, South Range 1. East, thence South along the Section line 522 feet to the North boundary bine of the right of way of the Southern Railway; thence along said right of way of the Couthern Railway 64 degrees and 15 minutes East 329 feet; thence North 30 degrees and 45 minutes East 423 feet to the Couth boundary line of the Central of Georgia right of way; thence Westerly along said Central of Georgia right of way 541 feet to the intersection of and with the Western line of said Section 16; thence Couth along said section line to the point of beginning, containing 3 acres, more or less.

Also, that certain lumber manufacturing plant located on the <u>II</u> acre tract described above, in the <u>Town</u> of Leeds, Alabama, including all buildings, machinery, equipment, lumber sheds, stacks foundations, tramways, etc.,

In Shelby County, Alabama.

In Township 18, South, Range I, East:

In Section 30:

That part of the $SW_{\frac{1}{4}}$ of the $NW_{\frac{1}{4}}$ West of Double Oak Mountain described as follows, to-wit: Beginning at the SW corner of the NW $\frac{1}{4}$ of said Section; thence East six chains to the crest of said mountain; thence North 30 degrees East to the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 30; thence W 20 chains; thence 30 chains to the point of beginning. 28 acres.

In Township 18, South, Range I, Wast.

In Section 23: The SE diagonal half of LNE $\frac{1}{4}$ of NW $\frac{1}{4}$, being that part lying SE of the boundary line between Jefferson and Shelby Counties, Alabama.

The SW diagonal helf of NW $\frac{1}{4}$ of NW, being that part SW of the boundary line between Jefferson and Shelby Counties, Alabama.

The S & of NW 4.

The SW & of Section.

E dof Section. 600 acres.

In Section 25.

SW 4 of Section.

That part of SE 4 Section W of Double Oak Mountain, described as follows, to-wit; beginning at the half mile point on the Douth line of said Section 25, thence East 7½ chains more or less to the crest of said Mountain; thence North 38 degrees East along said mountain 20 chains; thence North 5 chains; thence East 5 chains; Thence North 40 degrees East to the range line; thence North 4 chains to the NE corner of the SE 4 of said Section; thence West 40 chains; thence Douth 40 chains to the point of beginning, containing 100 acres more or less 260

In Section 26: E & of NE &; SE & of SE &; 120 acres.

In Section 27: All of Section 27; 640 acres.

In Section 29: Wat of NW 4: NE 4 of SU 4; SW4 of SW 4; 160 acres.

X In Section 3]; Na a of SE a; B of Na a; Su a of Na; E a of Sua; Sw a of Sw a; 280 acres.

In Section 33: 暗 of Section; E of No 4; So 4 of Section; 560 acres.

In Section 35: N & of Section; Si & of Section.

That part of the SE 4 W of Louble Oak Mountain described as follows, to-wit: Beginning at the half mile point on the South line of said Section; themce Last 17 chains more or less to the crest of said mountain; thence North 45 degrees East along said mountain to the East line of Section 35; thence North 14 chains to half Section line; thence West 40 chains; thence South40 chains to the point of beginning, containing 130 acres more or less.

In Township 19, Pouth, Range 2 West.

In Section 1: 吗 of N畦; No of S畦; SNo of S畦; SE of SNo, 240 acres.

In Section II: No of S時; S時 of S時, 160 acres.

In Township 18, South, Range 1 West.

In Section 14: SE diagonal half of Ska of SEa, being that part lying SE of the boundary line between Jefferson and Shelby Counties, Llabama

In Section 26: The We of N睡; The N睡 of Set; We of Set; The E of Swa; Swa of Swa; E of Nwa; Nwa of Nwa

In Section 28: S壁 of N壁; 暖 of S瞳; N幔 of S瞳, 160 acres.

In Section 32: 磨 of E of SE, 40 acres.

In Section 34: The Es of NEs, 80 acres.

In Township 19, Pouth, Range 2 West. The entire NET, 160 acres.

In Township 18, South, Range 1 West.

In Section 26: S躁 of N燥; N躁 of S躁, 80 acres.

In Dection 28: Sk of Sk; Sk of Sk; excepting one acre in NW corner thereof, 79 acres.

In Section 29: E_2^1 of N_{4} , 80 acres.

In Section 30: S躁 of S躁; S躁 of S躁, 80. acres.

In Section 31: SW4 of SE4, 40 acres.

In Section 33: 验 of N险, 80 acres.

In Section 34: 喘 of N躁; Entire N躁 of Section; Entire S躁 of Section; 喘 of N躁 of S躁, 420 acres.

In Township 19, South, Range 1 West.

In Section 3: Es of SW4 of NE4; 20 acres.

In Section 6: 30 acres off the NW4 of the NE4, more particularly described as the E2 of the NW4 of the NE4 and the NW4 of the NE4; 30 acres.

In Township 19, Pouth, Range 2 West.

In Section 12: S_2^1 of the NW4; NE4 of the NW4; NW4 of the SW4; 13.7 acres in the NW4 of the NW4, more particularly described as beginning at the NE corner of the NW4 of the NW4, running South along the east line of said 40 to the SE corner; thence West 660 feet; thence North 25 degrees East 500 feet; thence North 44 degrees 30' West 360 feet; thence North 45 degrees and 30' East 880 feet to the point of beginning; 173.7 acres.

In Township 18, South, Range 1 West.

In Section 15: SW diagonal half of SE of SE; 20 acres.

In Section 28: A tract or parcel of land described as follows:

Beginning at the SW corner of said Section; thence North along the West boundary line of said Section 200 feet; thence East parallel with the boundary line of said Section 1320 feet intersecting the East boundary line of the SW 40 of said Section 200 feet Forth of the Foutheast corner of said 40; thence South along said East line 200 feet to the Fouth boundary line of said Section; thence 1320 feet West along the South boundary line of said Section to the point of beginning, containing 6 acress more or less. 6 acres.

In Township 19, South, Range 2 West.

In Section 1: S時 of S時; 40 acres.

In Township 18, South, Range 1 West.

In Section 15: N壁 of S瞳; NE diagonal Half of S瞳 of S瞬; 60 acres

In Section 14; NW diagonal Half of SW of SW, being that part NW of the boundary line between Hefferson and Shelby Counties. N膜 of S膜; 扇 of S膜; S骥 of S膜.

In Section 23: NE diagonal Half of NWA of NWA; being that part lying NE of the boundary line between Jefferson and Shelby Counties. NW diagonal Half of the NE of the NW, being that part lying NW of the boundary line between Jefferson and Shelby Counties, 40 acres.

Also that certain personal property located in the Town of Leeds, Alabama as follows: One 35 ton Shay locomotive, 20 sixty thousand pound flat cars, with chains; One American log loader; 2 hand ears; 55 mules and harness; 2 horses, saddles and bridles; 13 8-wheel log wagons with chains; 3 4-wheel road wagons; 2 2-wheel log bummers; 22 camp houses; 1 deep well pump and pipe; 1 stiff leg derrick; 1 shop with drill motor, anvil, forge and other tools; I acetylene torch welding outdit; 3-66 inch by 16 feet boilers, complete with furnaces, smoke stacks, pipe-fittings, injectors, etc., 3 pumps; 1 Corliss engine; 1-14 by 18 Chandler & Taylor slide valve engine; I log haul-up chain; I steam log kicker; I steam log loader; I steam nigger; 1-10 inch by 40 feet Whelan gun; 1 5-block Whelan carriage; with dogs and block; 1 8-foot Clark Band mill; 5 band saws; 1 complete set filing room machinary, with staum angine to drive; I double Allis-Chalmers adger; I ten saw filer and Stowell trimmer; I no. 16 Wicks gang saw with two sets sawa; I complete set of live and dead rollers; I Whelan hog; I green lumber transfer chain; all lumber buggies at said plant, belts, pulleys, shafts and shafting, boxes, collars, fittings, etc., 1No. I Hall & Brown planing mill machine; I No. 91 Yates planing mill machine; I wood feeding table; I 50-inch Buffalo blower with cyclone and pipe; 2 cur-off saws; I-75 H.P. General Electric motor, with starter; l lath mill complete, with boulder, belts, pullets, shafting, boxes, collars and trimmer; 2 U.S. automobile trucks; I 26.000 gallon water tank and water works system, with pipes over plant and yards; I 5-ton Yale hoisting block; I-3-block block and tackle with rope, and all machinery and tools in and about said plant.

I hereby certify that the Deed Tax \$ & Mtg. Tax \$112.50 has been paid on this instrument.

> Eugene H. HAWKINS Judge of Probate

Filed in office for record this the Jun 27 1935, and duly recorded in Vol 2663 Page75.

Eugene H. Hawkins Judge of Probate

The State of Alabama, 10 Jefferson county. Probate Court

In the Undersigned, as Judge of the Court of Probate, in and for said County, in said State, hereby certify that the foregoing Contains a full, true and correct copy of the Mortgage from Vida Lumber Company to Oden-Elliott Lumber Company With the filing of same as appears of record in this office in Vol. 2663 Record of Mtges on page 75.

Seal

Given under my hand and official seal, this the 20th day of January 1947. Eugene H. Hawkins Judge of Probate

Filed in the office of the Judge of Probate Mey 16, 1947 at 3 p.m. and duly recorded in Deed record 129, page 390 on May 17, 1947.

NO TAX LUE ON THIS INSTRUMENT.

L. C. Walker,

Judge of Probate