

#3489

WARRANTY TIMBER DEED

(\$.55 Federal Stamps Cancelled on this Deed)

THE STATE OF ALABAMA, SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That W.H. Haynes and wife, Evelyn J. Haynes, for and in consideration of the sum of Three Hundred and No/100 (\$300.00) DOLLARS, to them in hand paid by D.H. Marbury, Jr. and J.I. Boriss the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto said D.H. Marbury Jr. and J.I. Boris his agent, employees and assigns, all the MERCHANTABLE TIMBER 8 inches or more in diameter measured 12 inches from the ground now standing and growing upon the following described lands, situated in the County of Shelby, and State of Alabama, to-wit:

N 1/2 of SW 1/4 of NW 1/4 of Section 5 and N 1/2 of SE 1/4 of NE 1/4 of Section 6 Township 19 Range 1 West, containing 40 acres, more or less.

together with the right of ingress, egress, and regress for said D.H. Marbury, Jr. and J.I. Boriss agent, servants contractors employees, heirs, and assigns, over, across, and along said lands, and any other lands owned by us for the purpose of cutting, removing, and manufacturing said timber, or for any other lawful purpose. Also free rights of way over and across said lands or any other lands owned by us for such private dirt roads, railroads, ditches, and canals as the said D.H. Marbury Jr. and J.I. Boris may desire to construct, build, open, or operate.

It is also agreed that said D.H. Marbury Jr & J.I. Boris heirs and assigns and successors, be allowed six months from the date hereof within which to cut and remove said timber herein conveyed.

TO HAVE AND TO HOLD the same to the said D.H. Marbury Jr. and J.I. Boriss heirs, assigns, and successors, forever. And we do, for ourselves our heirs, executors, and administrators, covenant with the said D.H. Marbury Jr. & J.I. Boriss heirs, assigns, and successors, that we are lawfully seized in fee simple of the property herein conveyed; that it is free from all incumbrance, and that we have a good right to sell and convey the said property; that we will and our heirs, executors, and administrators shall warrant and defend the same to the said D.H. Marbury Jr. and J.I. Boriss heirs, assigns, and successors, forever, against the lawful claims of all persons whatsoever.

Given our hands and seals, this 11th day of January, 1945.

W.H. Haynes (LS.)
Evelyn J. Haynes (L.S.)

THE STATE OF ALABAMA, JEFFERSON COUNTY.

I, Hazel L. Goodwin, a Notary Public in and for said County, hereby certify that W.H. Haynes and wife Evelyn J. Haynes 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 the 11th day of January, A.D. 1945.

Hazel L. Goodwin
Notary Public

NOTARIAL SEAL

THE STATE OF ALABAMA, JEFFERSON COUNTY.

I, Hazel L. Goodwin, a Notary Public, in and for the County and State aforesaid, do hereby certify that on the 11th day of January, 1945, came before me the within named Evelyn J. Haynes, known (or made known) to me to be the wife of the within named W.H. Haynes who, being by me examined separate and apart from her husband, touching her signature to the within Deed, 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 11th day of January, 1945.

Hazel L. Goodwin
Notary Public

NOTARIAL SEAL

Filed in the office of the Probate Judge the 28th day of June, 1947 at 8 o'clock A.M. and recorded in the Deed Record 129 on page 577 on this the 1st day of July, 1947.

STATE OF ALABAMA
SHELBY COUNTY

L.C. Walker,

I hereby certify that
\$1.50 Privilege Tax
has been paid on the within
instrument as required by
law.

Judge of Probate

L. C. WALKER