\$4013 \$4.35 Federal Stomps Concelled on this Season

300K 14.7 PAGE 242

WARRANTY TIMBER DEED.

(STATE OF ALABAMA) (JEFFERSON COUNTY)

Know all men by these present, that Roland M. Lester, hereinafter known as the party of the first part, does hereby grant, sell and convey to Raines Brothers Lumber & Supply Company, a partnership composed of Carl H. Raines, Joe E. Raines and W. S. Raines, whose principal office is located at 501-3rd. Avenue West, Birmingham, Alabama, hereinafter known as the party of the second part, all pine timber 8'' and over, measured 8'' from the ground, said timber being located and situated on the following described lands belonging to The Estate of Alice L. Vann, Deceased, subject, however, ton conditions hereinafter set forth, title to which waid Roland M. Lester has acquired in that certain warranty timber deed conveying said pine and hardwood timber from Vivian Vann Coker and Lou Alice Lumpkin, Executrixes of said estate, dated July 2nd, 1951.

On the SW 1/4, and on the SW 1/4 of the NW 1/4, Sec. 15, TP 20, Range 1, West, located in Shelby County, Alabama, except that hardwood timber only on the SW 1/4 of the NW 1/4, Sec. 15, TP 20, Range 1 West, is not included in the aforementioned deed.

It is understood and agreed by all parties to this deed, that the said R. M. Lester is to retain all hardwood timber located on the above described lands, and that terms of purchase by said Raines Brothers Lumber & Supply Company, are as follows: Said R. M. Lester, is to pay the Executrixes of the Estate of said the sum of \$2.000.00. Alice L. Vann, same covering purchase of the said hardwood timber, of which \$1500.00 is to be paid upon the signing of this deed, balance of \$500.00 is to be covered by a promissory note from him to said Executrixes, due January 1, 1952, non interest bearing. Said Raines Brothers Lumber & Supply Company, is to give said Executrixes a joint note signed by one of it's partners and the said R. M. Lester at the signing of this deed, and endorsed by all partners of said partnership, in the amount of \$7750.00, noninterest bearing and due January 1, 1952, together with \$500.00 cash, making a total of \$8250.00 so paid for the aforementioned pine timber.

Said party of the first part, agrees to extend to the parties of the second part, all terms and conditions of that certain warranty timber deed given him by the Executrixes, to wit:

The term of this deed shall be from date, or 3 years in which to remove said timber.

No pine timber shall be cut until the aforementioned note in the amount of \$7750.00 is paid in full.

The party of the first part guarantees to the party of the second part, the right of free ingress and egress to be accorded its agents, servants, contractors, employees, heirs and assigns, over, across, and along said lands and any other lands owned by said Estate 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 said Estate for such private dirt roads, railroads, ditches as the said Raines Brothers may desire to construct, build, open or operate.

It is further understood and agreed by all parties hereto, that this deed is given in consideration of the party of the second part assuming and paying to the said Executrixes the sum of \$8250.00, And the said Executrixes the sum of \$8250.00.00, And the said Executrixes the sum of \$8250.00, And the said Executrixes the said Executrixes t

In witness of the foregoing, I have hereunto set my hand and seal, this, the 12th. day of July, 1951.

WEARES:

ROLAND M. LESTER.

For balance on pine timber.

the note for \$500.00 payable to the estate of Alice L. Vann, deceased, is to be paid in full by Roland M. Lester.

7.1.7.5

Filed in the Office of the Probate Judge on the Start day of July 19 57 at 10 o'clock and recorded in Nortgage Tax 11.70 has been paid.

L.C. Walker. Judge of Probate