

STATE OF ALABAMA:

JEFFERSON COUNTY:

KNOW ALL MEN BY THESE PRESENTS, That J. H. Edwards and wife, Frances W. Edwards, for and in consideration of the sum of Five Thousand (\$5,000.00) and No/100 Dollars and other valuable considerations, to them in hand paid by F. H. Cornelius, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto the said F. H. Cornelius, or assigns, all the merchantable timber that is eight inches (8") and over in diameter, measured at the stump, now standing and growing upon the following described lands, situated in Shelby and Bibb Counties, in the State of Alabama, to-wit:

W $\frac{1}{2}$ of SE $\frac{1}{4}$, except that part lying Southeast of the right-of-way of Southern Railway Company;

Also all that part of the SW $\frac{1}{4}$ lying South and East of old Montevallo and Centerville dirt road;

Also all that part of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ lying South and East of Montevallo and Centerville dirt road, all being in Section 18, Township 24, Range 12 East.

Also all that part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 13, Township 24, Range 11, East, lying South and East of Montevallo and Centerville dirt road, all being situated in Shelby County, Alabama.

All that part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ except that part lying East of Mahan Creek;

Also all that part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying North and West of Mahan Creek all being situated in Section 19, Township 24, North, Range 12, East;

Also all that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the old Montevallo and Centerville dirt road;

Also all that part of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the old Montevallo and Centerville dirt road except a strip of land of uniform width being 338 $\frac{1}{2}$ feet wide off the West side of said forty acres.

All being situated in Section 13, Township 24 North, Range 11 East, Bibb County, Alabama.

The lands hereinabove described in both Shelby and Bibb Counties, being the lands known as the P. H. Fancher Estate and lands being known as "The C. C. Walker Place".

There is excepted herefrom the right of way of Alabama Highway No. 25 across said land, along with all other Transmission line permits and other easements heretofore recorded in the counties in which said land is situated.

Together with the right of ingress, egress, and regress, for said F. H. Cornelius, agents, servants, contractors, employees, heirs, and assigns, over, across, and along said lands, and any other lands owned by them 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 for such private dirt roads as the said F. H. Cornelius may desire to open and operate, provided no roads are made across plowed fields.

It is also agreed that said F. H. Cornelius, heirs and assigns and successors, be allowed six months in which to cut and remove said timber herein conveyed, and it is further agreed that in the event of circumstances beyond the control of the said F. H. Cornelius and he should deem it necessary to have an additional three months from April 10, 1953, ^{is hereby granted} or a total of nine months from the 10th day of October, 1952, the six months time to run from October 10, 1952. All timber not cut and removed during the time herein provided shall revert to the grantors, and if sooner cut all rights to automatically revert.

TO HAVE AND TO HOLD unto the said F. H. Cornelius, his heirs, assigns, and successors, forever. And we do, for ourselves and our heirs, executors, and administrators, covenant with the said F. H. Cornelius, heirs, assigns and successors, that we are lawfully seized in fee simple of the timber herein conveyed; that it is free from all encumbrance, except that it is understood that the grantors herein have an outstanding mortgage of record on the above described property upon which this timber stands, but that mortgagee has heretofore released the timber herein conveyed from the lien and operation of said mortgage, and the mortgagor (grantors herein) attach said letter of release of timber from the lien and operation of said mortgage to this timber deed to be recorded for the benefit of the purchaser; and that they have a good right to sell and convey the said property; that they will and their heirs, executors, and administrators shall warrant and defend the same to the said F. H. Cornelius, heirs, assigns and successors, forever, against the lawful claims of all persons whatsoever.

Given under our hands and seals this 3rd day of October, 1952.


J. H. Edwards,

Frances W. Edwards.

STATE OF ALABAMA:

JEFFERSON COUNTY:

I, PAUL NORMAN, a Notary Public in and for said County, in said State aforesaid, do hereby certify that on the 3rd day of October, 1952, J. H. Edwards and wife, Frances W. Edwards, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that they 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 3rd day of October, 1952.

Notary Public, Jefferson County, Alabama.
My commission expires April 19, 1954.
Bonded by Employers Liability Assurance Corporation


NOTARY PUBLIC.

Filed in the office of the Probate Judge on the 13 day of Oct 19 52 at 11 o'clock A M
and recorded in Book 155 Page 588 this 14 day of Oct 19 52
Deed Tax 8.00 Mortgage Tax _____ has been paid.
L. T. Tucker, Judge of Probate