

STATE OF ALABAMA

JEFFERSON COUNTY

This agreement made and entered into, in duplicate, by and between the Waldridge Terrace Land Company, % Miss Mildred Wald, 1052 S. 28 Street, Birmingham, hereinafter called Vendor, and Gulf States Creosoting Company, a Delaware Corporation, whose address is Hattiesburg, Miss., hereinafter called the Vendee, WITNESSETH:

The Vendor hereby agrees to sell, and does hereby grant, sell and convey and deliver, with full subrogation to all his rights and actions of warranty against all former owners and vendors, unto the Vendee, all of the southern yellow pine timber and trees, over eight (8) inches in diameter outside bark at twelve (12) inches above the groundline, and all hardwood timber and trees without diameter restriction, but not to exceed Four Thousand (4,000) Board Feet, Doyle Log Scale, now standing and being on the following described land:

Entire Southeast quarter (SE $\frac{1}{4}$), except five (5) acres north of Highway 91 in the Northwest quarter, in Section 36, Township 18 South, Range 2 West, Shelby County - 155 acres more or less.

To have and to hold the above described property into the said Vendee, its successors and assigns, and the Vendor binds himself to warrant and defend the title to said property against any persons claiming or to claim the same or any part thereof.

It is understood and agreed that Vendee is to have twelve months from and after this date to complete the cutting and removal of the said timber from said land. Vendee shall have all such rights of entry on and over and across said land as it may find necessary and useful in cutting and removing the said timber. Vendee shall exercise the usual and proper precautions in cutting the said timber so as to do no more damage than necessary to the remaining timber on said land. Vendee agrees to make use of and dispose of the tops of the trees herein and hereby sold and conveyed to it, as pulpwood salvage. Should Vendee complete its work of cutting and removing the said timber before the expiration of twelve months from this date, it agrees to then release and cancel this agreement.

Vendee agrees to pay Vendor Twenty-seven Hundred Dollars (\$2,700.00) to constitute full payment in consideration of the timber being sold and conveyed; which payment shall be made by it to Vendor within ten days of the date of this instrument.

Witness the signatures of Vendor and Vendee in the presence of

Pearl W. Marcuse and Mrs. Sam L. Reames,

subscribing Witnesses, in Jefferson County, Alabama, on this the 9th day of October, 1952.

Pearl W Marcuse

Mrs Sam L. Reames

WALDRIDGE TERRACE LAND COMPANY

By: Mildred L. Wald

Its authorized Agent
(Vendor)

GULF STATES CREOSOTING COMPANY

By: Robert W. Harding

Its Authorized Agent
(Vendee)

Filed in the office of the Probate Judge on the 13 day of Oct 1952 at 2 o'clock P M
and recorded in Deed Book 155 Page 590 this 14 day of Oct 1952
Deed Tax 3.00 Mortgage Tax — has been paid.

L.C. Walker, Judge of Probate