THE STATE OF ALABAMA )
SHELBY COUNTY )

THIS INDENTURE, Made this the 29 day of September, 1953, between J. M. Little, Emma Little Webb, Lucy Little Hammond and C. Felton Little, Leigh M. Clark, C. Edward Clark, William L. Clark, Charlotte Clark, Julia Ann Wear, Mary Leigh Sanders, Leigh M. Clark and William L. Clark as Trustees for the use of Charlotte Clark, and Leigh M. Clark and William L. Clark as Trustees for the use of Julia Ann Wear and Mary Leigh Sanders, parties of the first part, and Ray E. Loper Lumber Company, a corporation, party of the second part,

## WITNESSETH:

That the parties of the first part, J. M. Little, a widower, Emma Little Webb and R. D. Webb, her husband, Lucy Little Hammond, a widow, Leigh M. Clark and Evelyn S. Clark, his wife, C. Edward Clark and Ruth F. Clark, his wife, William L. Clark and Elsie M. Clark, his wife, Charlotte Clark, a single woman, Julia Ann Wear and William A. Wear, her husband, Mary Leigh Sanders and R. R. Sanders, her husband, Leigh M. Clark and William L. Clark as Trustees for the use of Charlotte Clark, and Leigh M. Clark and William L. Clark as Trustees for the use of Julia Ann Wear and Mary Leigh Sanders, all acting herein by and through C. Felton Little, our attorney in fact, by virtue of powers of attorney heretofore executed and acknowledged, and C. Felton Little, a single man, for and in consideration of the sum of Fifteen Thousand (\$15,000) Dollars in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have bargained, sold, aliened and conveyed, and by these presents do bargain, sell, alien and convey unto the said party of the second part, its successors and assigns, all of the following described property, rights and privileges: All of the merchantable pine, poplar, bay and gum trees eight (8) inches in diameter or more at the stump where cut, measuring outside the bark, which are lying, standing, or growing

on the lands described as follows, to-wit:

SE<sup>1</sup>, S<sup>1</sup>/<sub>2</sub> of NE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub> of SW<sup>1</sup>/<sub>4</sub>, Section 10, 7

Township 20, Range 2 East; NW<sup>1</sup>/<sub>4</sub>, W<sup>1</sup>/<sub>2</sub> of SW<sup>1</sup>/<sub>4</sub>, all in Section 11, Township 20, Range 2 East; SE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub> and W<sup>1</sup>/<sub>2</sub>, all in Section 14, Township 20, Range 2 East; All of Section 23, Township 20, Range 2 East lying North of Coosa River except the N<sup>1</sup>/<sub>2</sub> of the NE<sup>1</sup>/<sub>4</sub>.

Situated in Shelby County, Alabama.

Together with the freedom of entry and right of way for the said party of the second part, his servants, agents, and workmen, in, through, over and upon the said land; also the privilege of rights of way, tram ways, roads and mill locations, the right to erect such buildings upon the land as may be needed for saw mill purposes, and to remove them therefrom. And to use water on said lands and to dig or bore wells and use the water therefrom for saw mill purposes.

The right to go upon the said lands with men, teams, wagons and other vehicles for the purpose of cutting, logging and sawing the timber and to remove therefrom the lumber sawed, and all other saw mill privileges usually given and not herein-before mentioned, including the privilege of hauling over the lands herein described, timber cuts from neighboring lands and the sawing the same at mills that may be located on the lands herein described, provided that no damage shall be done to growing crops or fences upon the lands and that no tenants of said lands shall be any way interfered with, in the exercise of the aforesaid rights and privileges, without just compensation therefor. In the event any fences are damaged they are to be forthwith repaired and put in as good condition as they were before being damaged.

The said party of the second part, its successors and assigns shall have the term of fifteen (15) months in which to cut, saw and remove, the said timber from the lands and to exercise all of the privileges herein mentioned, without additional pay therefor. Party of the second part shall have the right or option to renew this lease for a period of fifteen (15) months from the date of expiration thereof by paying the additional sum of One Thousand (\$1,000) Dollars. All of said timber not cut and removed from said land when this contract expires either the original or extension, if any, shall revert to the grantors.

Shade trees for a radius of 50 feet around the dwelling houses shall be left standing and shall not be covered by this contract. Also ten (10) trees around what is known as the Waldrop barn shall be left for shade trees.

TO HAVE AND TO HOLD all the aforesaid pine, poplar, bay and gum trees, which are lying, standing, or growing, on the above described lands, together with all and singular the rights, privileges and appurtenances, to the only proper use, benefit and behalf of the party of the second part, its successors and assigns.

And the parties of the first part do covenant with the party of the second part, its successors and assigns, that they are lawfully seized in fee simple of the aforementioned property and rights, that they are free from all encumbrances, that they have a good right to sell and convey the same to the said party of the second part, its successors and assigns, and that they will warrant and defend the same to the said party of the second part, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said J. M. Little, a widower, Emma Little Webb and R. D. Webb, her husband, Lucy Little Hammond,

a widow, Leigh M. Clark and Evelyn S. Clark, his wife,
C. Edward Clark and Ruth F. Clark, his wife, William L. Clark
and Elsie M. Clark, his wife, Charlotte Clark, a single woman,
Julia Ann Wear and William A. Wear, her husband, Mary Leigh
Sanders and R. R. Sanders, her husband, Leigh M. Clark and
William L. Clark as Trustees for the use of Charlotte Clark,
and Leigh M. Clark and William L. Clark as Trustees for the
use of Julia Ann Wear and Mary Leigh Sanders, all acting by
and through the said C. Felton Little, as our attorney in fact,
and C. Felton Little, parties of the first part, have hereunto
set our hands and affixed our seals this 27th day of September, 1953.

J. M. Little

Emma Little Webb

R. D. Webb

Lucy Little Hammond

Leigh M. Clark

Evelyn S. Clark

C. Edward Clark

Ruth F. Clark

William L. Clark

Elsie M. Clark

Charlotte Clark

Julia Ann Wear

William A. Wear

Mary Leigh Sanders

R. R. Sanders

Leigh M. Clark and William L. Clark as Trustees for the use of Charlotte Clark

Leigh M. Clark and William L. Clark as Trustees for the use of Julia Ann Wear and Mary Leigh Sanders

By G. Lefore Cittle (SEAL)

C. Felton Little, Attorney in Fact

(SEAL)

C. Felton Little

STATE OF ALABAMA )

LEE COUNTY )

I, the undersigned authority, in and for said County, in said State, hereby certify that C. Felton Little, whose name as attorney in fact is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as such attorney in fact, thereunto duly authorized, on the day the same bears date.

Given under my hand and official seal, this  $27^{\frac{1}{100}}$  day of September, 1953.

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Notary Public for State At Large, Alabama

STATE OF ALABAMA )

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I, the undersigned authority, in and for said County, in said State, hereby certify that C. Felton Little, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this  $29^{-6}$  day of September, 1953.

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Alabama

Notary Public for State At Large, Alabama

Filed in the office of the Propate Judge on the 2 day of 1953 at // o'clock Am and recorded in Fifth Book 162 14 Page 109 this 8 day of 84 1953.

Deed Tax 15.00 Fortgage ax has been paid.

L.C. Walker, Judge of Probate