

THE STATE OF ALABAMA, SHELBY COUNTY

Know All Men by These Presents, That H. R. Justice and wife, Hester K. Justice for and in consideration of the sum of Eleven thousand and no/100----- DOLLARS,

to U.S. in hand paid by Fred Massey the receipt whereof is hereby acknowledged, and the further sum of ----- DOLLARS, to be paid to ----- by said ----- as follows, to-wit:



do grant, bargain, sell and convey unto said Fred Massey his agent, employees, and assigns, all the MERCHANTABLE TIMBER now standing and growing upon the following described lands, situated in the County of Shelby and State of Alabama, to-wit:

The west half of the NW $\frac{1}{4}$ of Sec. 35, Tp. 18, Range 2 East; also the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and that part of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ that lies south and west of Central of Georgia Railway; the north half of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and approximately 20 acres in the southeast portion of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 33, Tp. 18, Range 2 East; also the west half of the NW $\frac{1}{4}$ Sec. 4, Tp. 19, Range 2 East, and the east half of the NE $\frac{1}{4}$, Sec. 5, Tp. 19 Range 2 East.

Only the pine timber that is 12 inches and over in diameter measured 6 inches above the ground is hereby conveyed. If any timber is cut under said specifications as herein listed a penalty of three dollars per tree is to be paid to grantor; however, a maximum of fifty trees may be exempt from said penalty if cut smaller than said specification. This exemption is to be on all lands herein described.

The grantee or his assigns shall have one year in which to cut and remove said timber herein conveyed. However, if said timber is cut before this time the land automatically will revert to grantors. The grantee is to use precaution in cutting of said timber so as not to destroy any timber not herein conveyed and to use due diligence to prevent fires.

The grantee hereby agrees to cut as much timber as possible before April 1, 1956. If said timber is not all cut before April 1, 1956 it is understood and agreed that the said grantee shall continue to cut and remove said timber as soon as possible.

together with the right of ingress, egress, and regress for said Fred Massey, his agent, servants, contractors, employees, heirs, and assigns, over, across, and along said lands, and any other lands owned by U.S. 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 U.S. for such private dirt roads, railroads, ditches, and canals as the said Fred Massey may desire to construct, build, open, or operate.

It is also agreed that said Fred Massey or his heirs and assigns and successors, be allowed one year from the date hereof within which to cut and remove said timber herein conveyed.

To Have and to Hold the same to the said Fred Massey and his heirs, assigns, and successors, forever. And we do, for ourselves our heirs, executors, and administrators, covenant with the said Fred Massey and his heirs, assigns, and successors, that we 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 Fred Massey and his heirs, assigns, and successors, forever, against the lawful claims of all persons whatsoever.

Given ... Our hand S... and seal S... this 14th day of October 1955.

Witness:

J. F. Coenrich

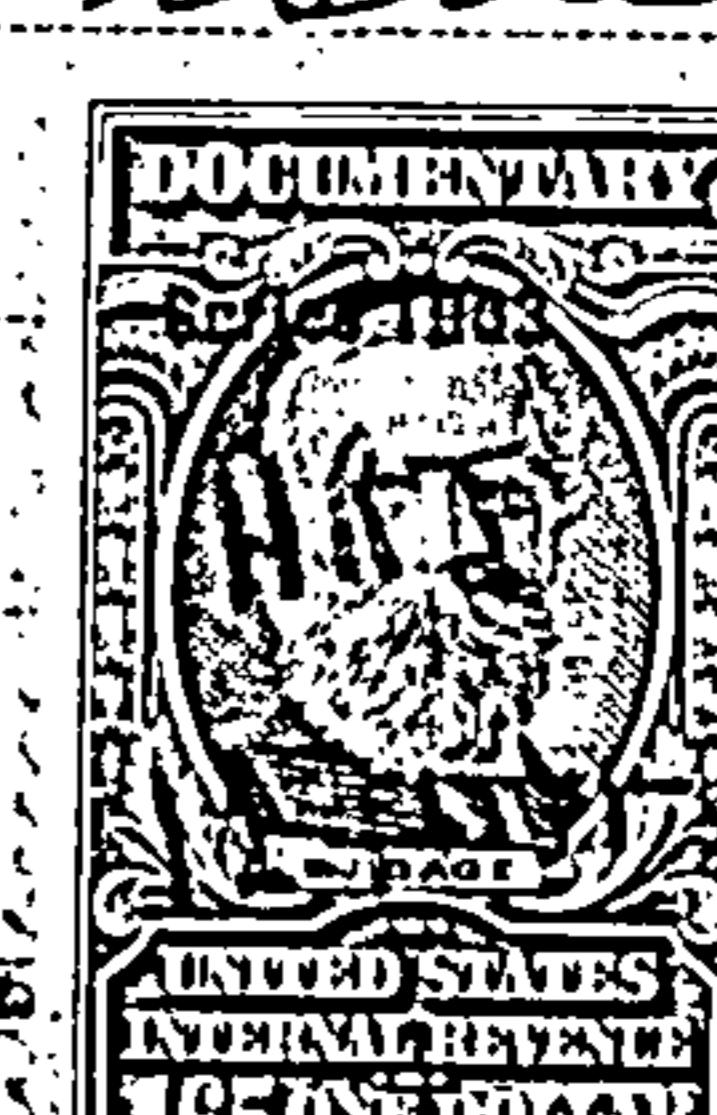
Frances Warren

H.R. Justice

(L. S.)

Hester K. Justice

(L. S.)



THE STATE OF ALABAMA *Shelby* COUNTY

I, *Frances Warren* in and for said County hereby certify that *T. R. Justice and wife, Lester & Justice*, 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 14th day of *October* A. D. 1955.

Frances Warren

THE STATE OF ALABAMA COUNTY

I, hereby certify that a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that the grantor in the conveyance, voluntarily executed the same in presence, and in the presence of the other subscribing witness, on the day the same bears date; that attested the same in the presence of the grantor and of the other witness, and that such other witness subscribed name as a witness in presence.

Given under my hand this the day of 19.....

THE STATE OF ALABAMA COUNTY

I, in and for the County and State aforesaid, do hereby certify that on the day of 19....., came before me the within, named known (or made known) to me to be the wife of the within named 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 day of 19.....

WARRANTY TIMBER DEED

FROM # A.A.

TO # 10

The State of Alabama County

OFFICE OF PROBATE JUDGE

I hereby certify that the within Deed was filed in this office for record on the 14 day of *December* 1955, at 8 o'clock A.M.

and duly recorded in Book 11, page 52, and examined.

L.C. Walker

Judge of Probate

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STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within *Deed* was filed for record the 14 day of Dec 19 55 at 8 o'clock A.M. and recorded in *Book* 176 *Page* 520 and the Mortgage Tax of *Deed* Tax of 11.00 has been paid.

Judge of Probate