

1057

STATE OF ALABAMA

: WARRANTY TIMBER DEED

SHELBY COUNTY

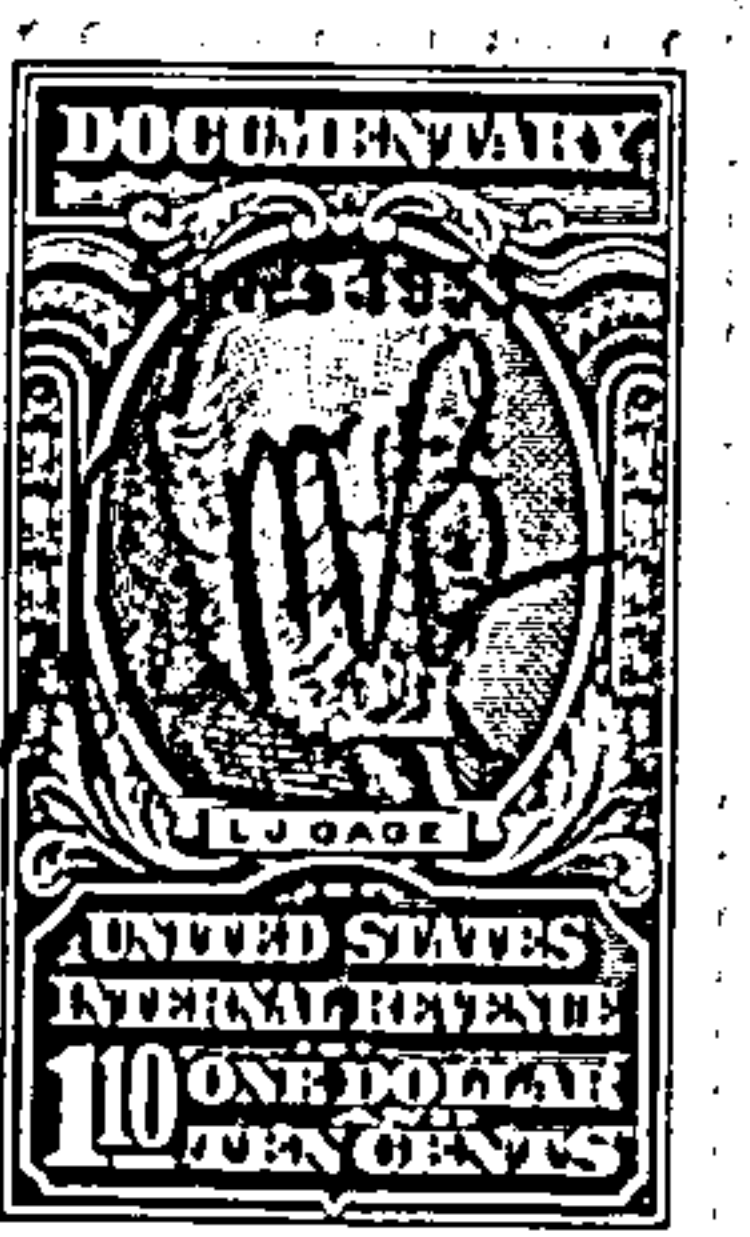
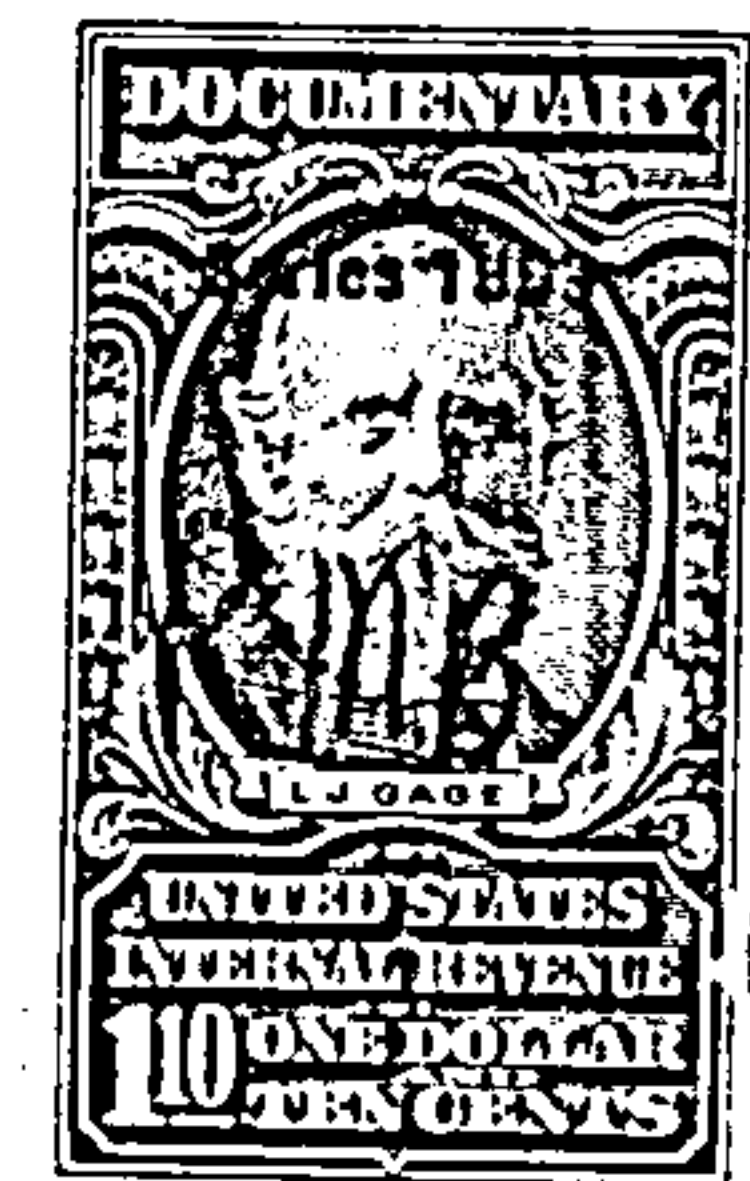
KNOW ALL MEN BY THESE PRESENTS, that we, Robert M. Byrd and wife Lucille N. Byrd, for and in consideration of the sum of Ten Thousand and no/100 (\$10,000.00) Dollars to us paid in hand by John D. Williams (hereinafter referred to as "grantee"), the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto the said grantee, John D. Williams, all of the trees and timber (except cedar and mulberry) measuring six inches or more in diameter, outside the bark, at the ground, which are dead or alive, standing, lying, being or growing on the following described lands, to-wit:

The Northwest quarter of Section 34; The East half of the Northeast quarter, Southwest quarter of Northeast quarter, and South half of Northwest quarter of Northeast quarter, of Section 33; and all that part of the Southeast quarter of Northwest quarter of Section 33 lying South of the Cunningham Branch; and 7 acres in the Southeast corner of the Southwest quarter of the Northwest quarter of Section 33, lying East of the B.B. and B Branch of the Southern Railway right of way, and West of the Elyton and Montevallo Public Road, and South of a settlement Road; all of which said land is situated, lying and being in Township 21, Range 3 West, Shelby County, Alabama, and contains in all 337 acres, more or less,

together with the right to enter upon said lands and with the right of egress and ingress in, upon, over or across said lands and with the right to cut, saw, manufacture and remove said timber or the logs, paperwood, cordwood, pulpwood, or lumber cut or manufactured therefrom at any time from the date of the execution of this instrument to January 1, 1957. We do also grant, bargain, sell and convey unto grantee, for the above stated consideration, the right to use any portion or part of said lands, except pastureland, necessary and proper for or as mill sites, rights of way, build and use roads and roadways, lumber yards, log yards, paperwood, cordwood or pulpwood yards, and the right to build, erect, construct, maintain, repair and use on said lands all such necessary houses, buildings and structures of every kind and description that may be found necessary or convenient and the right to build, construct, maintain, have and use on said lands sawmills, planing mills and any and all other kind of mills, machinery, factories, and dry kilns, together with the right to remove the same from said lands, and all such other rights, powers, privileges, and immunities as are necessary and ordinarily appurtenant to the convenient cutting, hauling, manufacturing, loading, storing, stacking, shipping, handling and drying of the trees, timber poles, piling, paperwood, cordwood and pulpwood hereby conveyed and the products thereof.

In the event grantee, his heirs or assigns or prevented from removing said trees and timber and the logs, poles, piling, cordwood, paperwood and pulpwood from said lands by January 1, 1957 because of inclement weather, we the grantors herein, for the same stated consideration, do hereby grant and give unto the grantee an additional period of time in which the above granted rights, title, claims, privileges and easements may be held or owned by grantee and exercised by grantee, but said additional period of time shall not extend beyond or later than June 22, 1957.

It is understood and agreed that grantee shall be responsible to grantors for any injury to cattle and fences which are the property of grantors on the lands hereinabove described, caused by grantee, his agents, servants or employees during the period of time cutting and removal operations are being carried on by grantee on said lands during the periods of time hereinabove set forth



TO HAVE AND TO HOLD all of the rights, titles, claims, interests, timber, trees, privileges and easements herein granted, conveyed and given unto the grantee, John D. Williams, his heirs or assigns, during the period of time hereinabove stated and for the period of time covered by any extension of said time in the manner hereinabove stated. All trees and timber not cut and removed from said lands during the period of time covered by this deed and contract or during the extension of said time shall upon the expiration thereof revert to and become the property of the then owner of said lands and all rights, titles, claims, easements and privileges granted and conveyed shall cease and terminate.

And we do four ourselves and our heirs, executors and administrators covenant with the grantee, his heirs and assigns, that we are lawfully seized in fee simple of said property hereby conveyed, that it is free from all encumbrances and that we have a good right to sell and convey the same, that we will and our heirs, executors and administrators shall warrant and defend the same to the grantee, his heirs and assigns forever against the lawful claims of all persons whatsoever, and we further warrant that the property described herein is the same property as shown to the authorized representative of grantee.

Given under our hands and seals this the 24 day of July, 1956.

Robert M. Byrd (L.S.)
Robert M. Byrd

Lucille N. Byrd (L.S.)
Lucille N. Byrd

STATE OF ALABAMA

SHELBY COUNTY

I, L. E. Shaw Judge of the Peace a Notary Public in and for said County in said State, hereby certify that Robert M. Byrd and Lucille N. Byrd, his wife, 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 and seal of office this the 24 day of July, 1956.

L. E. Shaw Judge of the Peace
Notary Public, Shelby County, Ala.

STATE OF ALABAMA

SHELBY COUNTY

I, L. E. Shaw Judge of the Peace a Notary Public in and for said County in said State, do hereby certify that on the ___ day of July, 1956, came before me the within named Lucille N. Byrd, known to me to be the wife of the within named Robert M. Byrd, who, being examined separate and apart from the husband touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

Given under my hand and seal of office this the ___ day of July, 1956.

L. E. Shaw Judge of the Peace
Notary Public, Shelby County, Ala.

I, L. C. Walker, Judge of Probate, hereby certify that the within deed was filed for record the 6 day of Aug 1956, at 1 o'clock P. and recorded in Deed record 187 Page 375, and the Mortgage tax of Deed Tax of 10.00 has been paid.
L. C. Walker Judge of Probate