

4027

STATE OF ALABAMA,

SHELBY COUNTY.

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This indenture made and entered into on this the 31st day of May, 1950, by and between A. B. Bristow and wife, Annie Bristow, Parties of the First Part, and Fred Horton, Party of the Second Part, witnesseth:

That for and in consideration of the sum of Two Thousand Seven Hundred Fifty and no/100 (\$2,750.00) DOLLARS cash in hand paid to the undersigned Parties of the First Party by said Party of the Second Part, the receipt of which is hereby acknowledged, the said Parties of the First Part <sup>(and)</sup> ~~do~~ hereby grant, bargain, sell and convey unto the said Party of the Second Part, the following described property, to-wit:

All pine timber and poplar timber which shall be ten inches and over in diameter at a point six inches from the ground, now standing upon the following described lands, which are located in Shelby County, Alabama, to-wit:

W 1/2 of NE 1/4 and E 1/2 of NW 1/4, Section 20, Township 21, Range 1 West.

Also for the consideration above named said Parties of the First Part do hereby grant, bargain, sell and convey unto said Party of the Second Part the right to go over <sup>(and)</sup> ~~and under~~ said lands for the purpose of cutting and removing said timber from said land.

The Party of the Second Part agrees to remove all said timber from said property within a period of 20 days beginning from the date of this instrument. At the end of 20 days all timber remaining standing, lying, or being, reverts back to Parties of the First Part.

Party of the Second Part agrees to use due diligence and care in the cutting and removing of said timber to the end that timber standing on said premises which is not conveyed by this instrument shall not be unreasonably damaged or injured.

Party of the Second Part further agrees that in the event he observes a fire on said property during the term hereof that he or his agent will forthwith notify Parties of the First Part.

Party of the Second Part further agrees that in the event any timber under the size specified hereinabove is cut, then in that event, such timber shall be paid for by Party of the Second Part to Parties of the First Part at the rate of \$30.00 per thousand. Payment shall be due on demand of Parties of the First Part.

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Parties of the First Part do for themselves, their heirs, executors and administrators covenant with said Party of the Second Part, his heirs, successors and assigns, that they are lawfully seized in fee simple of said premises, and that the same are free from all encumbrances, and that they have a good and sufficient right to sell and convey the same, that they and their heirs, executors and administrators shall warrant and defend the same unto the Party of the Second Part, his heirs, successors and assigns forever against the lawful claims of any and all persons.

In Witness Whereof, We have hereunto set our hands and seals on the day and date first written.

Parties of the First Part

A. B. Bristow L.S.  
A. B. Bristow

Annie Bristow L.S.  
Annie Bristow

Party of the Second Part

Witness as to Fred Horton:

Shad M. Fowler

Fred Horton L.S.  
Fred Horton



State of Alabama      §  
Shelby County.      §

I, Conrad M. Fowler, a Notary Public  
in and for said County, in said State, hereby certify that A. B.  
Bristow and wife, Annie Bristow, whose name s  
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 31st  
day of May, 19 50.

*Conrad M. Fowler*

Notary Public State at Large

State of Alabama      §  
Shelby County.      §

I, Conrad M. Fowler, a Notary Public  
in and for said County, in said State, hereby certify that on the 31st  
day of May, 19 50, came before me the within named  
Annie Bristow, known to me to be the wife  
of the within named A. B. Bristow, who,  
being examined separate and apart from the husband, touching her  
signature to the within conveyance, acknowledged that she  
signed the same of her own free will and accord, and without fear,  
constraint, or threats on the part of the husband.

Given under my hand and seal of office this the 31st  
day of May, 19 50.

*Conrad M. Fowler*

Notary Public State at Large

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within Timber deed was filed in this office for record the 26  
day of August, 19 58 at 3 o'clock P.M. and recorded in Deed Record 195 Page 55 & examined 8-28-58  
and the Mortgage Tax of \$ 3.00 Deed Tax of \$ 3.00 has been paid.  
Fee \$ 1.75 L. C. Walker Judge of Probate

1.75  
3.00  
3.30  
2.05 due