

5209

STATE OF ALABAMA )  
\*  
TUSCALOOSA COUNTY)

THIS INDENTURE, made and entered into on this the 1st day of August, 1961, by and between RAY E. LOPER LUMBER COMPANY, INC., an Alabama Corporation, hereinafter referred to as the party of the first part, and JAMES W. KINNEAR, JR., hereinafter referred to as the party of the second part,

W I T N E S S E T H:

The party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it this day in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part the following described real property situated in Shelby County, Alabama, to-wit:

Northeast Quarter of Northeast Quarter;  
South Half of Northeast Quarter;  
Northwest Quarter;  
South Half, Section 31, Township 18 South,  
Range 2 East, containing 600 acres, more or less,  
EXCEPT the following:

EXCEPTION NO. 1: All mineral and mining rights in connection with the above described property were reserved in the deed from F. H. Cornelius and Lucille L. Cornelius, his wife, to Ray E. Loper Lumber Company, Inc., dated November 25, 1955, which is recorded in Deed Book 176 at page 403, Shelby County, Alabama Records, and are not conveyed hereby.

TO HAVE AND TO HOLD unto the said party of the second part, his heirs and assigns, forever.

The party of the first part for itself, its successors and assigns, hereby covenants and warrants to and with the said party of the second part, his heirs and assigns, that it is seized of an indefeasible estate in and to the said property; that it has a good right to convey the same as herein contained; that it will guarantee the peaceable possession thereof; that the said property is free from all liens and encumbrances, except taxes for 1961, and that it will and its successors and assigns will forever warrant and defend the same unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereto affixed and this instrument to be executed by Ray E. Loper, as its President, and attested by H. W. Hamilton, as its Secretary, on this the day and year first above written.

RAY E. LOPER LUMBER COMPANY, INC., (SEAL)  
an Alabama corporation,

By

  
As its President

Affix corporate  
seal.

ATTEST:

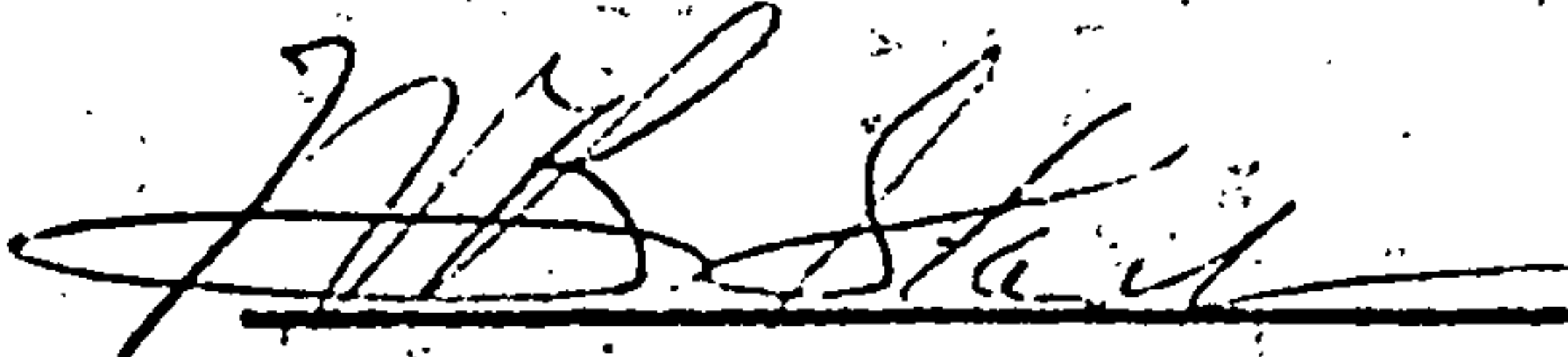
  
As its Secretary



STATE OF ALABAMA )  
\*  
TUSCALOOSA COUNTY )

I, W. B. Stark, a Notary Public, within and for said County in said State; hereby certify that Ray E. Loper, whose name as President of Ray E. Loper Lumber Company, Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this the 1st day of August, 1961.



Notary Public, Tuscaloosa County, Alabama

Notary Public, Tuscaloosa County, Alabama  
My Commission Expires March 14, 1964

STATE OF ALABAMA )  
\*  
TUSCALOOSA COUNTY )

I, W. B. Stark, a Notary Public, within and for said County in said State, hereby certify that H. W. Hamilton, whose name as Secretary of Ray E. Loper Lumber Company, Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this the 1st day of August, 1961.



Notary Public, Tuscaloosa County, Alabama

Notary Public, Tuscaloosa County, Alabama  
My Commission Expires March 14, 1964



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 8-12-1961  
RECORDED & \$ MTG. TAX  
& \$3.00 TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE