

5271
TIMBER DEED

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Eleven-hundred dollars-----to the undersigned grantor, L. D. Stripling, a widow in hand paid by James R. Niven, the receipt whereof is hereby acknowledged, we the said L. D. Stripling does hereby grant, bargain, sell and convey unto the said James R. Niven, all merchantable timber, located on the following described land:

All the lands north of Tuscaloosa Road except 2 acres off of the corner of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 5, Township 22, Range 3 West, known as the lands of T. B. McCluskey, being in all 30 $\frac{1}{2}$ acres, more or less, being the west end of said tract commencing at the fork of the branches in said Tuscaloosa road; thence north to the north boundary line running east and west. It being the west end of said tract lying north of said Tuscaloosa road;

Also all lands belonging to T. B. McCluskey lying south of the Tuscaloosa Road and west of McHenry Creek, being a part of SW $\frac{1}{4}$ of Section 5 and a part of the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 6;

All above land being located in Sections 5 and 6, Township 22, Range 3 West.

It is our intention to describe all lands owned by the heirs of J. D. and M. Z. Stripling located in said Section 5 and 6, Township 22, Range 3 West, Shelby County, Alabama, whether correctly described hereinabove or not.

together with full and free right of ingress and egress to and from said land at any and all times until the expiration of one year from the date of this deed, for the purpose of cutting and removing said timber, but after said time, grantee shall have no further rights or interest in said land or timber and at the expiration of said time, said land and all uncut timber shall revert to the grantors herein.

The grantee shall use all reasonable care to prevent any part of said land from being burned over, and shall do no unnecessary damage to timber not herein conveyed.

And we do for our heirs, executors and administrators covenant with the said James R. Niven, his heirs and assigns, that we are lawfully seized in fee simple; that it is free from all encumbrances and we have a good right to sell and convey said timber as aforesaid; that we will and our heirs, executor and administrators shall warrant and defend the same to the said James R. Niven, his heirs and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of April, 1966.

L. D. Stripling

L. D. Stripling (seal)

THE STATE OF ALABAMA

SHELBY COUNTY

I, *William L. Allison*, a Notary Public in and for said County in said State, hereby certify that L. D. Stripling, a widower, whose name 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 this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 4th day of ¹⁹⁶⁶~~April~~, 1966.

William L. Allison
Notary Public

