

2705

TIMBER DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Four Thousand, Five Hundred and no/100 Dollars (\$4500.00) to the undersigned grantors, James W. Caswell and wife, Mary Frances Caswell, in hand paid by Lewis B. Walker, the receipt whereof is hereby acknowledged, we, the said James W. Caswell and wife, Mary Frances Caswell, do hereby grant, bargain, sell and convey unto the said Lewis B. Walker, all merchantable timber six inches or more in diameter outside the bark where severed, located on the following described land:

The S $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 34, Township 19, Range 1 East;
Also all that part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 34, Township 19, Range 1 East which lies south and west of Muddy Prong Creek, except right of way of railroad; and also EXCEPT that part sold to Leila Carder as shown by deed recorded in Deed Book 124 page 381 in the Probate Office of Shelby County, Alabama;
Also the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 East;
Also a strip or parcel of land 20 feet wide beginning 35 yards east of the SW corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 34, Township 19 Range 1 East, thence run in a northwesterly direction to a point 18 yards north about 25 deg. east of said corner; thence north by about 20 deg. west 130 yards to the Harpersville and Chelsea public road, intersecting with said public road about 10 feet east of the west bank of a ditch in the natural drain channel flowing southeast, intending to describe a strip 20 feet wide lying 10 feet on either side of said center line and being a part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 34, Township 19, Range 1 East;

All being situated in Shelby County, Alabama.

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 ourselves and for our heirs, executors and administrators covenant with the said Lewis B. Walker, his heirs and assigns, that we are lawfully seized of said premises 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, executors and administrators shall warrant and defend the same to the said Lewis B. Walker, his heirs and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

January, 1967
18th day of ~~December~~ 1966.

See assignment in Deed Book 246 p 867

James W. Caswell (SEAL)
James W. Caswell

Mary Frances Caswell (SEAL)
Mary Frances Caswell

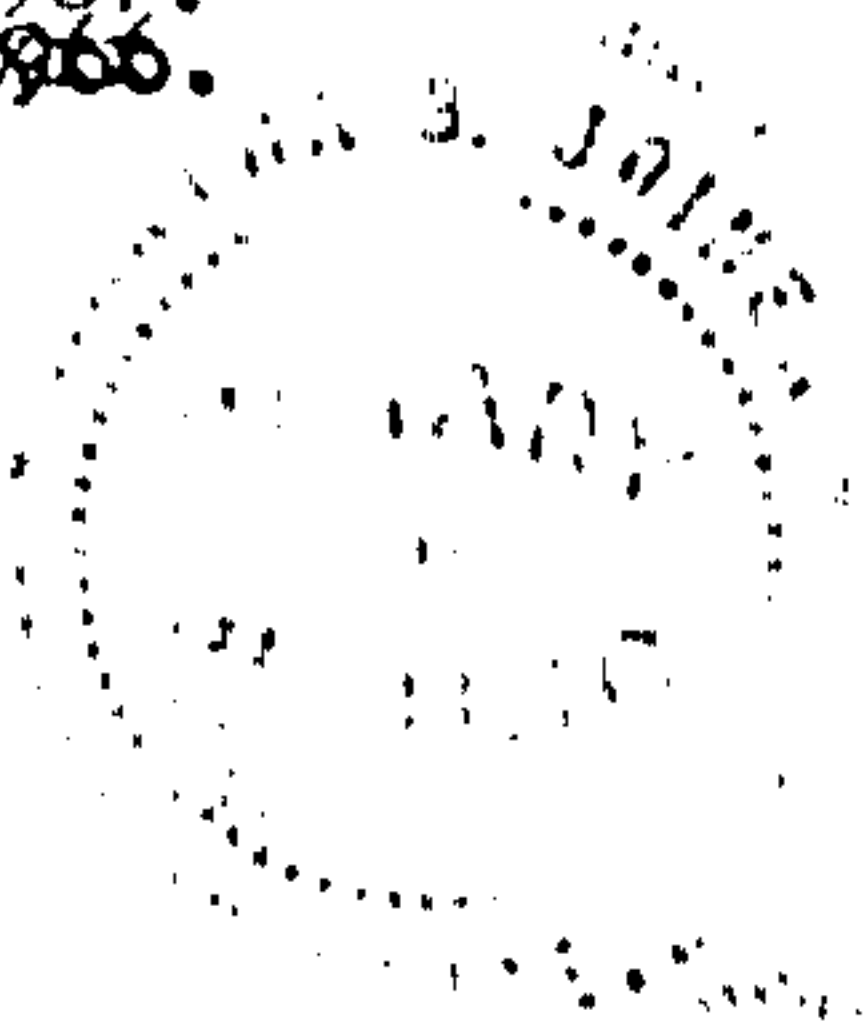
State of Alabama

Shelby County

I, Martha B. Joiner, a Notary Public in and for said County, in said State, hereby certify that James W. Caswell and wife, Mary Frances Caswell, 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 official seal this 19th day of ~~December~~ ^{January}

1967.
~~1966.~~



Martha B. Joiner
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1967 FEB 18 AM 10:59
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Camey M. Joiner
JUDGE OF PROBATE