

9575

TIMBER DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Two Thousand, Seven Hundred Sixty-five and no/100 Dollars to be paid as hereinafter set out to the undersigned grantors D. M. Graves and wife, Olene Graves, in hand paid by Lewis B. Walker, the receipt whereof is hereby acknowledged we, the said D. M. Graves and wife, Olene Graves, do hereby grant, bargain, sell and convey unto the said Lewis B. Walker, all merchantable timber 6 inches in diameter at the stump and up, located on the following described land:

NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 11;  
SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 2; S $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 2;  
all being in Township 20, Range 1 West, 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 uncut and at the expiration of said time, said land and all uncut timber shall revert to the grantors herein.

It is understood and agreed that the grantee herein shall pay the grantors the sum of \$2,765.00 in cash for said timber, if the same can be cut without legal title disputes causing the discontinuance of this contract. Said sum of money shall be paid monthly on the following basis while said timber is being cut, as follows: \$5.00 per cord of pine wood cut and \$2.00 per cord of hardwood cut, the grantee to furnish to grantors scale tickets at the end of each month. However, if no disputes/arise during the term of the contract, the grantee shall pay the balance due as set out above when he completes the cutting or at the end of one year, whichever is the sooner. The grantors agree to assume all liability or expense on account of any claims which might be made for the timber situated on the above described land because of title defects and agree to indemnify and keep harmless the said Lewis B. Walker from any and all liability or expense in connection therewith.

And we do four ourselves and for our heirs, executors and administrator 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 16th day of March 1968.

D. M. Graves  
Mrs. Olene Graves

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STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that D. M. Graves and wife, Olene Graves, 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 16th day of March,

1968.

*Martha B. Joiner*  
Notary Public

In connection with the payment of the above consideration, I do hereby join in the execution of this contract and accept the same as hereinabove set out and I do for myself, hereby severally waive as to this debt or any renewal thereof, all rights of exemption under the Constitution and laws of Alabama, or of any other State, as to personal property and I agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise. Any I do waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and I agree that time of payment may be extended or renewal taken or other indulgence granted without notice or consent to such action, without release of liability as to any such party. This contract may be declared due and payable with interest computed or abated to date at any time by notation hereon by the holder in the event of the death, insolvency of, general assignment by, judgment against or petition in bankruptcy by or against any such party liable hereunder.

Witness my hand and seal this 18th day of March, 1968.

*Martha B. Joiner*  
Witness

*Lewis B. Walker*  
Lewis B. Walker

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1968 MAR 21 AM 11:30  
REC. CLERK  
JUDGE OF PROBATE

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H. 4-2  
1-1-1  
2-1-1