

FOR AND IN CONSIDERATION OF SEVEN THOUSAND DOLLARS (\$7,000.00) to HARRIETT A. RANDALL and husband, FRANCIS M. RANDALL, (hereinafter called Landowners) in hand paid by JERRELL MOORE (hereinafter called timberman), the receipt of which is hereby acknowledged, Landowners do hereby grant, bargain, sell, and convey to timberman, all pine timber measuring six inches, or more, at the ground now standing and growing on the hereinafter described lands located in Shelby County, Alabama.

PARCEL 1: The N $\frac{1}{2}$ of SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of SW $\frac{1}{4}$, all in Section 13, Township 18, Range 2 East. Also all of the East $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying East of Kellys Creek in Section 14, Township 18, Range 2 East. Also all that part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 18, Range 2 East, lying East of Kellys Creek. Also all that part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23 lying East of Kellys Creek. And also part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24, which parts of said $\frac{1}{4}$ Section are more particularly described as follows: Begin at a point where the Section line between Sections 23 and 24 crosses Kellys Creek and running North along the Section line between Sections 23 and 24 (crosses Kellys Creek and running North along the Section line) to a bluff; thence Southeasterly along said bluff to a stake; thence in a line to a marked birch tree on the bank of Kellys Creek near the old cow ford; thence up the creek to the beginning point, said last described course being marked by a fence line along its Northerly and Easterly boundaries. Containing in all 200 acres, more or less, and known as the T. E. Davis property.

PARCEL 2: All that part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ lying East of Kellys Creek which is located in Section 23, Township 18, Range 2 East. Situated in Shelby County, Alabama. Containing 30 acres, more or less.

Timberman shall leave no tops in cultivated fields or roads in use as of the date hereof and shall leave all outside boundary fences in as good condition as of the date of this agreement. Timberman shall also be responsible for all damage to corn or cotton on cultivated lands leased to Frank Lowe and shall not cut or damage approximately four acres of land planted in Christmas trees.

TO HAVE AND TO HOLD to said timberman, his heirs and assigns, for twelve months with right of ingress, egress, and regress, to, from, and over said land for the purpose of cutting and removing said timber; but it is agreed that all timber left on said land at the expiration of said time shall revert to and become the property of the said landowners, their heirs and assigns. Provided, however, in the event timberman is prevented from removing said timber within the above specified period due to circumstances beyond his control, the time for removing the same shall be extended for an additional period not to exceed six months.

And said landowners do hereby covenant with said timberman, that they are the owners of said land, that it is free from encumbrance, that they have a good right to sell the timber thereon, and that he will not be molested or interfered with while cutting and removing said timber.

IN WITNESS WHEREOF we have hereunto set our hands and seals on this the 10th day of July, 1969.

Harriett A. Randall (SEAL)
Harriett A. Randall

Francis M. Randall (SEAL)
Francis M. Randall

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Harriett A. Randall and husband Francis M. Randall, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 10th day of July, 1969.

Nancy K. Brasher
Notary Public

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Carroll M. Brasher
JUDGE OF PROBATE