

STATE OF ALABAMA)

SHELBY COUNTY)

1022

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, JAMES M. KIDD, SR. and wife, MAYBELLE B. KIDD, and CLOVER LEAF CREAMERY, INC., hereinafter referred to as Grantors, for and in consideration of the sum of SIXTEEN THOUSAND, FIVE HUNDRED (\$16,500.00) DOLLARS, to us in hand paid by A. B. BROWN, the receipt of which is hereby acknowledged, we the said James M. Kidd, Sr. and Maybelle B. Kidd, and Cloverleaf Creamery, Inc., do hereby grant, bargain, sell and convey unto the said A. B. Brown, his heirs, executors, successors, and assigns forever, all of the merchantable hardwood and pine timber eight (8) inches or more in diameter at ground level now standing and growing upon all lands owned by grantors in Beat 10, Shelby County, Alabama, whether hereinafter correctly described or not, including but not being limited to all lands described on Exhibits "A" and "B" attached hereto and made a part and parcel hereof as fully as if set out herein, together with the right of ingress and egress, and regress for said A. B. Brown, his agents, servants, contractors, employees, heirs and assigns, over, across, and along said lands, and any other lands owned by grantors, for the purpose of cutting, removing, and manufacturing said timber, or for any other lawful purpose. Also free rights of way over and across said lands or any other lands owned by grantors for such private dirt road, railroads, ditches and canals as the said A. B. Brown may desire to construct, build, open, or operate in connection with the removal of said timber.

It is also agreed that said A. B. Brown, his heirs, successors and assigns shall protect all fences on said property and will replace or repair any damage during the cutting of said timber. Said A. B. Brown, his heirs, successors and assigns shall also not leave any unreasonable amount of tops in any open fields.

It is also agreed that said A. B. Brown, his heirs, executors, and assigns, and successors shall be allowed a period of eighteen (18) months from the date hereof within which to cut and remove said timber herein conveyed.

TO HAVE AND TO HOLD the same to the said A. B. Brown, his heirs, assigns, executors and successors, forever, and we, the said James M. Kidd, Sr., Maybelle B. Kidd and Cloverleaf Creamery, Inc. do, for ourselves and our heirs, executors, and administrators, covenant with the said A. B. Brown, his heirs, assigns, and successors, that we are lawfully seized in fee simple of the property herein conveyed; that it is free from all encumbrances and that we have a good right to sell and convey the said property; that we will and our heirs, executors and administrators shall warrant and defend the same to the said A. B. Brown, his heirs, assigns, and successors, forever, against the lawful claims of all persons, whatsoever.

GIVEN under our hands and seals on this the 18 day of December, 1970.

Jack C. Warren
Witness

James M. Kidd, Sr. (SEAL)
James M. Kidd, Sr.

Jack C. Warren
Witness

Maybelle B. Kidd (SEAL)
Maybelle B. Kidd

ATTEST:

CLOVERLEAF CREAMERY, INC.

Eleanor Kidd
Secretary

By James M. Kidd, Sr.
President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James M. Kidd, Sr. and wife, Maybelle B. Kidd 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 18th day of December, 1970.

James M. Kidd, Sr.
Notary Public

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James M. Kidd, Sr. whose names as President of Cloverleaf Creamery, Inc. a 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 this the 18th day of December, 1970.

James M. Kidd, Sr.
Notary Public

EXHIBIT "A"

REAL ESTATE DESCRIPTION NOTE WITHIN MINERAL RIGHT, SURFACE RIGHT, TIMBER RIGHT, TURBIDITY RIGHT, OR OTHER RIGHT				NO. ACRES
	S	T	R	
CITY				
W 1/3 SW 1/4 of SW 1/4	30	19	2E	13
W 1/3 W 1/2 of NW 1/4	31			27
NW 1/4 of SW 1/4 S of rd & N ACL RR	31			25
SW 1/4 of SW 1/4 N ACL RR	31			5
NE 1/4 of SE 1/4; NW 1/4 of SE 1/4	32			80
Tract SW 1/4 of NW 1/4 bound S by Morgan Mill Rd; N by Thompson ld	33			10
W 1/2 of SW 1/4; W 1/2 of NE 1/4 of SW 1/4	33			100
W 1/2 of SE 1/4 of SW 1/4, Ex 1 1/2 Ch	33			
NW 1/4 S Morgan Mill Rd, W Ch	33			
Lot				
Tract NW 1/4 25 Ch N & S on W side 12.39 Ch wide N side; 8 Ch wide S side				114
Tract NW 1/4, Beg inters N line Morgan Mill Rd w/ E side Tanyard Brch N 22 1/2 deg W 10 ch; W 4 deg S 1 1/2 Ch; N 23 1/2 deg W 15 ch; W 2 1/2 deg S 7 1/2 Ch; S 4 deg E 23 ch; E along Mill Rd to beg	33			36
E 1/2 of NE 1/4	36	19	1E	80
W 1/2 of NW 1/4	3	20	2E	80
W 1/2 of NE 1/4; NW 1/4 of NE 1/4; SE 1/4 of NE 1/4	4	20	2E	160
E 1/2 of NW 1/4	4	20	2E	80
				310
6 Room House				
5 Room House				
4 Room House				
1 Room House				
3 - 3 Rm Hous				
W 1/2 of NW 1/4	4	20	2E	80
NE 1/4 of NE 1/4; E 1/2 of NE 1/4 of NW 1/4	5			100
10A off N side SW 1/4 of NE 1/4	5			10
SE 1/4 of SE 1/4	32	19	2E	40
				250

EXHIBIT "B"

REAL ESTATE DESCRIPTION NOTE WHETHER MINERAL RIGHT, SURFACE RIGHT, TIMBER RIGHT, TURPENTINE RIGHT, OR OTHER RIGHT			NO. ACRES
	S . T . R		
N $\frac{1}{2}$; SE $\frac{1}{4}$; N $\frac{1}{2}$ of SW $\frac{1}{4}$	15 20 2E		560
10 Ac evenly off E side of S $\frac{1}{2}$ of SW $\frac{1}{4}$	15		10
Fraction Sec N & E of Coosa River	22 20 2E		217
			<u>787</u>
5 Houses			
2 Barns			

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad Johnson
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Filed 2nd 16.50
1970 DEC 21 AM 9:41