

19761101000104960 1/3 \$ .00  
Shelby Cnty Judge of Probate, AL  
11/01/1976 12:00:00AM FILED/CERT

(Address)

Form 1-1-27 Rev. 1-66  
WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA }  
SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS:

926

That in consideration of Nine Thousand and No/100 (\$9,000.00)-----Dollars

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, Auburn Law Kite, an unmarried man; Margaret Kite Atchison and husband, Joseph Atchison; Ruth Kite Glass, an unmarried woman; Rena Kite Kent and husband, John A. Kent

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Lewis Walker

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

All merchantable pine timber, which said timber may be cut and removed as hereinafter provided, said timber now standing and growing upon the real estate situated in Shelby County, Alabama, a description of said real estate being set forth on Exhibit "A" which is attached hereto and which is by reference hereto made a part hereof, together with the right of ingress, egress, and regress for said grantee, his heirs, assigns, agents, servants, contractors, employees, and successors in title, over and across and along said real estate for the purpose of cutting, removing, and for any other lawful purpose, including the right, license, and authority to enter upon said property and cut down and remove said timber and to use the roads now located upon said property for the purposes herein stated and to construct such additional logging roads as may be required for the purposes herein stated.

It is understood and agreed that the grantee, his heirs, successors, and assigns, will take all reasonable precautions to protect said real estate from waste.

It is further understood and agreed that the grantee, his heirs, successors, and assigns, will have a period of 12 months from the date of this instrument within which to cut and remove the timber and trees herein conveyed, that any trees or timber which shall not have been removed from said property within said period shall, upon the expiration thereof, together with all rights and privileges herein granted, revert to the grantors herein.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever, subject to the provisions and agreements stated above.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 21<sup>st</sup> day of July, 1976.

Auburn Law Kite (Seal)  
Margaret Kite Atchison (Seal)  
Joseph Atchison (Seal)

Ruth Kite Glass (Atchison) (Seal)  
John A. Kent (Seal)

STATE OF ALABAMA }  
JEFFERSON COUNTY }

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Auburn Lawn Kite, an unmarried man 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21 day of July, A. D. 1976.

Notary Public, State of Alabama at

Howard R. Lyman Public.

Continued on attached sheet.

11-1-76  
301 PAGE 790 See Assigns Miss Book 17 Page 304



## EXHIBIT "A"

DESCRIPTION OF REAL ESTATE ATTACHED AND MADE A PART OF TIMBER DEED  
FROM AUBURN LAW KITE AND OTHERS TO LEWIS WALKER

That part of the  $W\frac{1}{2}$  of  $NW\frac{1}{4}$  of Section 32, Township 21, Range 1 West, described as follows: Beginning at SW corner of  $SW\frac{1}{4}$  of  $NW\frac{1}{4}$  of said Section and running East 1320 feet, more or less, to the SE corner of said 40 acres; thence North along the East line of said 40 acres 1558 feet; thence North 49 deg. West 235 feet; thence North 51 deg. 30 min. West 165 feet; thence North 26 deg. 30 min. West 135 feet to the right of way of the Southern Railroad, at a culvert; thence South 36 deg. West along said right of way to the West line of said  $W\frac{1}{2}$  of  $NW\frac{1}{4}$ ; thence South along said West line to point of beginning, containing 40 acres, more or less.

Also all of the  $E\frac{1}{2}$  of  $NW\frac{1}{4}$  of Section 32, Township 21, Range 1 West; except a strip off the North end thereof, 36 rods and 2 feet wide on the West side and 29 rods on the East side; the line running in a slight angle in a direct line between said points. Also except 2 acres, more or less, in the NW corner of said  $E\frac{1}{2}$  of  $NW\frac{1}{4}$ , after said strip above described is taken off, said 2 acres being described as follows: Commencing in the NW corner of said land and running South 70 yards; thence East 140 yards; thence North 70 yards, more or less, to the South line of the property described in the first exception above designated; thence in a Westerly direction along said South line 140 yards, more or less, to the point of beginning.

Also the  $W\frac{1}{2}$  of  $NW\frac{1}{4}$  of  $NE\frac{1}{4}$  of Section 32, Township 21, Range 1 West; except 3 acres in the NW corner thereof described as follows: Beginning at the NW corner of said 20 acre tract; thence East along the North line of same  $24\frac{3}{11}$  rods; thence Southwest  $24\frac{3}{11}$  rods; thence West  $8\frac{1}{11}$  rods to the West line of said subdivision; thence North along the West line of said subdivision  $27\frac{3}{22}$  rods to the place of beginning.

Subject to easements and rights of way of record, and subject to matters of survey as shown on surveys of Reese E. Mallette, Jr., Registered Land Surveyor.



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STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Margaret Kite Atchison and husband, Joseph Atchison 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.



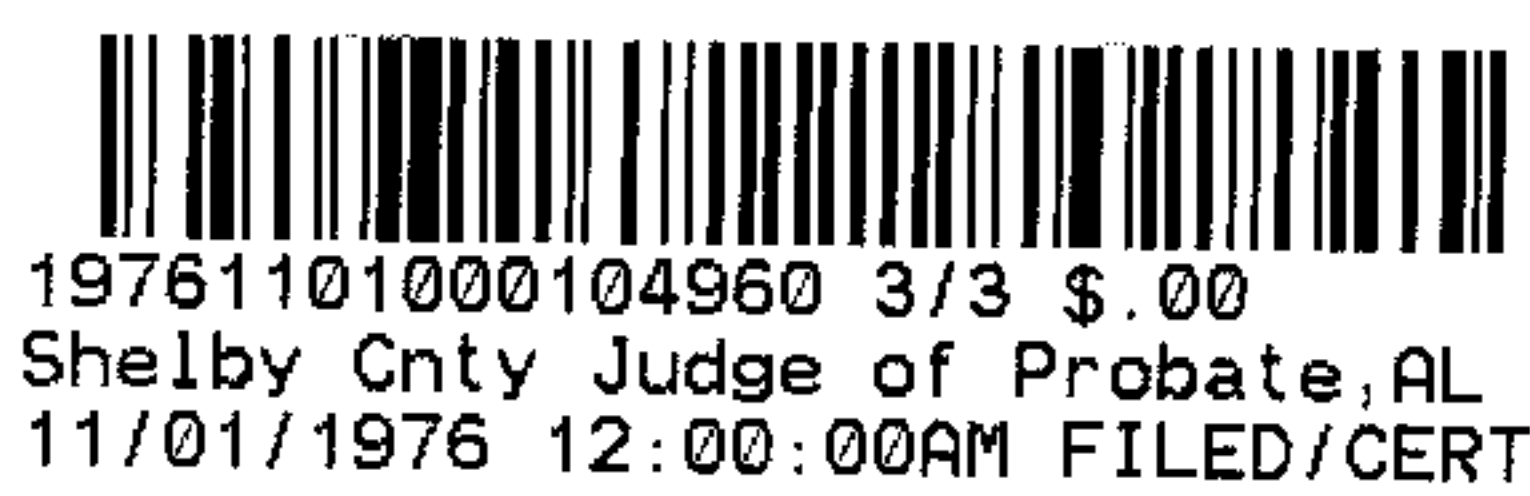
Given under my hand and official seal this 21 day of July, 1976.

Howard K. Lyman  
Notary Public  
Notary Public, State of Alabama at Large  
My Commission Expires March 11, 1978.

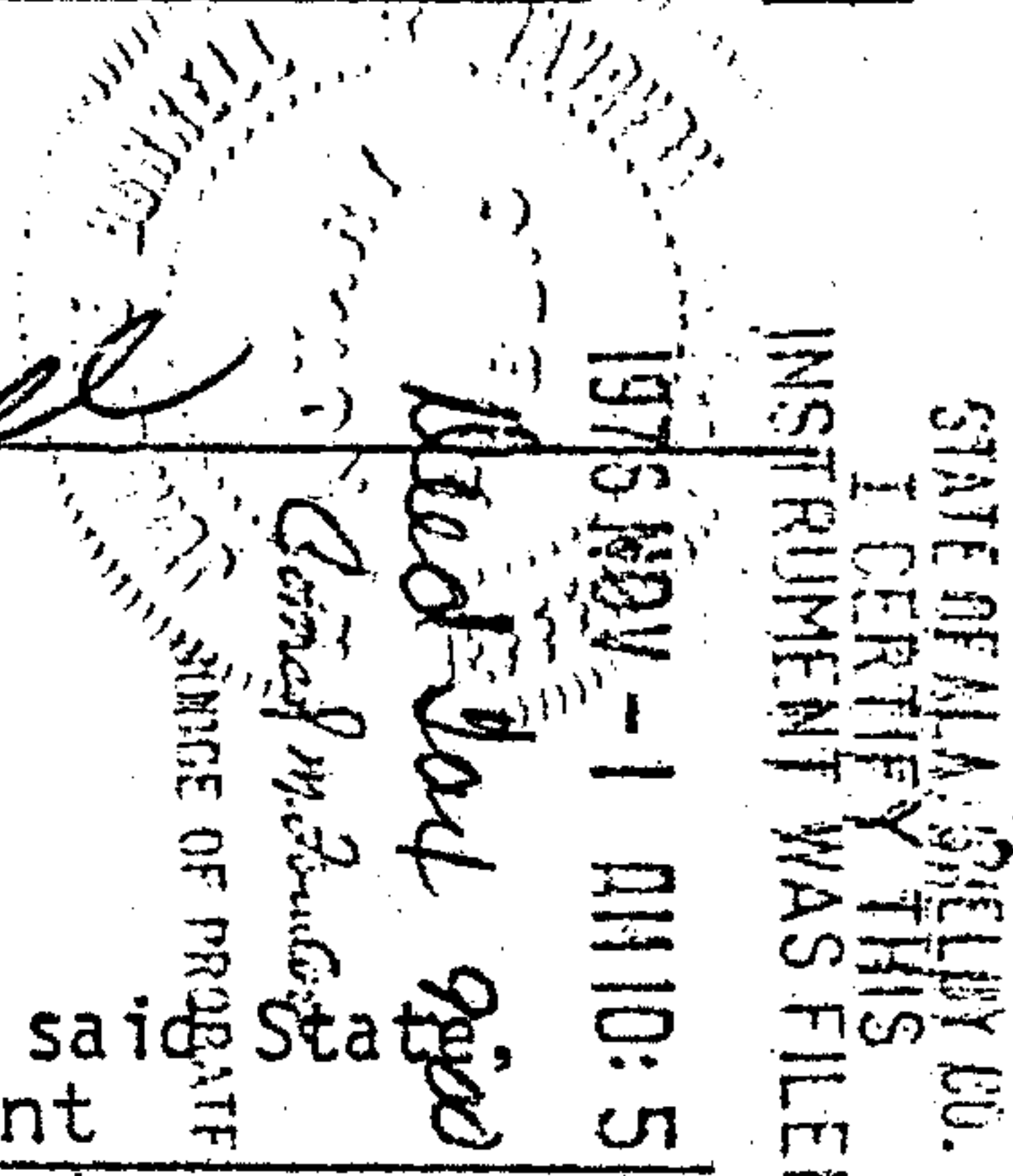
STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ruth Kite Glass, an unmarried woman 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 the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of October, 1976.



Jeanette Bevell  
Notary Public

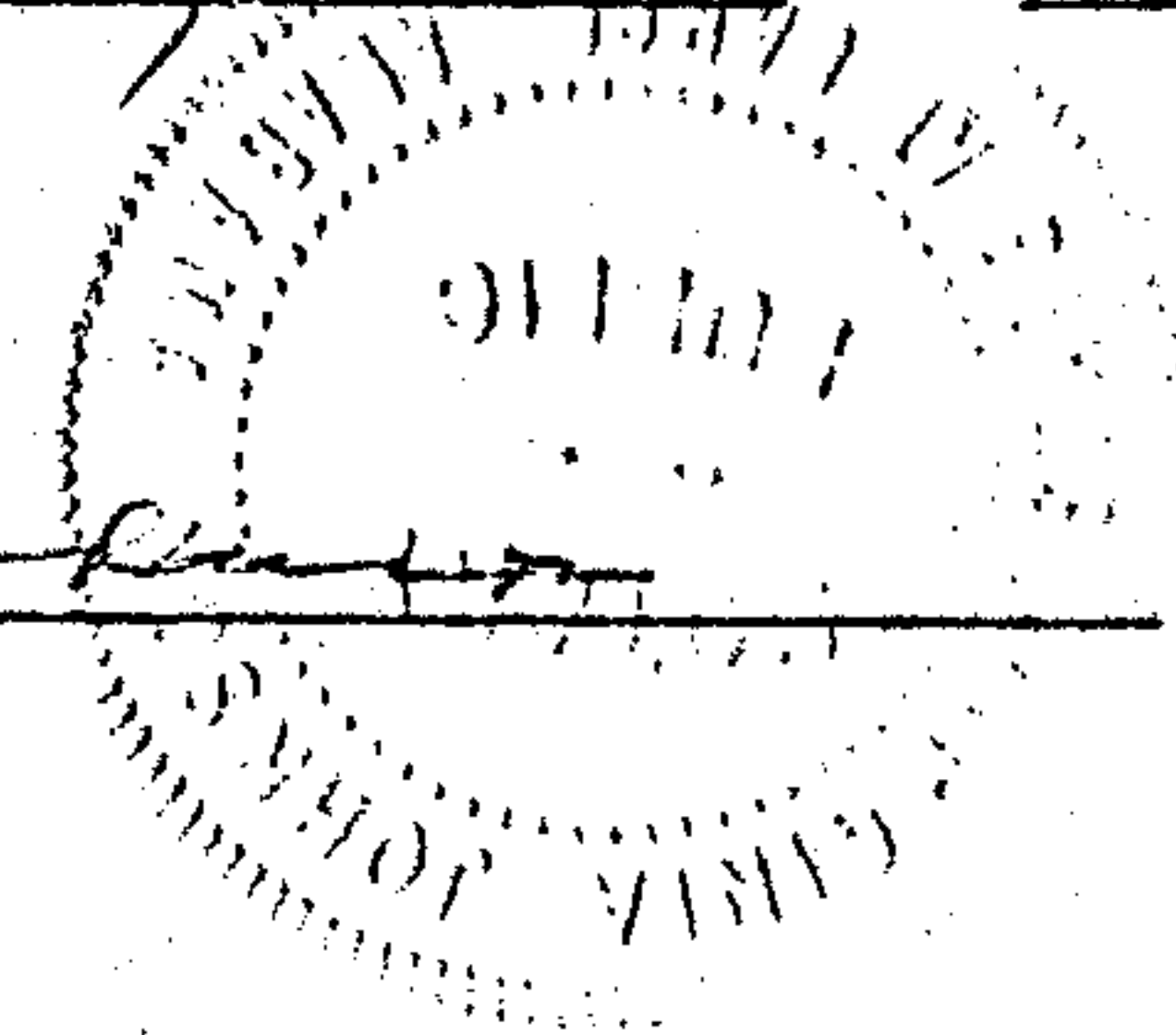


STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rena Kite Kent and husband, John A. Kent 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 October, 1976.

Virginia Johnson  
Notary Public



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name \_\_\_\_\_ signed to the foregoing conveyance, and who \_\_\_\_\_ known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public

This timber deed delivered to the grantee, Lewis L. Vetter, on October 19, 1976, James L. Vetter, Attorney

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