

11304

COUNTY OF SHELBY

by and between Thomas V. Peete and wife, Mrs. Thomas Peete, Grady Samuel Peete,

WITNESSETH: That for and in consideration of the sum of THREE THOUSAND AND NO/100 (\$3,000.00)

_____ Dollars to Grantors in hand paid by Grantee, the receipt of which is acknowledged, Grantors do hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all timber described as follows:

all merchantible pine sawtimber.

located upon the following described property, lying and being in Shelby County, Alabama, to-wit:

Southwest one-fourth of the Southwest one-fourth
(SW 1/4 of SW 1/4) of Section 4, Township 22, Range
3 West in Shelby County, Alabama.

The timber transferred by this instrument is all of the merchantible timber located in the above described forty and is more particularly described as follows:

Said timber is enclosed on the East and West by two (2) white painted lines which have heretofore been marked by the parties to this instrument and on the North by the forty line and on the South by a pasture.

It is understood and agreed between the parties that the timber transferred by this conveyance is intended only to convey the said merchantible pine timber in the enclosed area which was heretofore described and which said property lies in the Southwest one-fourth of the Southwest one-fourth (SW 1/4 of SW 1/4) of Section 4, Township 22, Range 3 West in Shelby County, and this instrument does not convey any timber outside of said described area.



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Shelby Cnty Judge of Probate,AL
07/25/1977 12:00:00AM FILED/CERT

being property described in Grantors' deed recorded in Book _____ Page _____, office of the Judge of Probate
of _____ County, Alabama.

(CONTINUED ON REVERSE SIDE)

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple, together with the right and right of ingress over all of said lands above and, if necessary, over the adjoining Grants, with all necessary easements for logging roads and other easements necessary or convenient to the cutting and removing of said timber and wood, including the right to move and operate upon said lands skidders, tractors or trucks and other machinery and equipment necessary or convenient for cutting and removing the timber and trees herein conveyed.

This conveyance is made subject to the following terms and conditions:

1. Grantee shall have until December 31, 19 77, to cut the above mentioned timber, or such portion as it wishes to take. Title to any timber on said property not cut by said date shall revert to Grantors, but said termination may be extended by Grantee for a maximum of _____ additional (months, years) upon payment to Grantors of an additional sum of \$ _____ on or before termination date, or a proportional amount of above sum for a shorter period. Grantee shall have one month after termination date to remove its machinery, equipment and other property, including all timber which was cut prior to the termination date.
2. Grantee shall not be obliged to cut or remove any particular quantity or kinds of timber or to carry on its operations at any particular time or times within the terms hereof, or in any particular manner. Grantee may leave on the property such of the timber or parts thereof as it does not desire to take.
3. Grantors covenant that they are lawfully seized and possessed of the aforesaid timber and the lands upon which the same are situated; that same is free from all encumbrances and Grantors have a good right to sell and convey the same that Grantors will, and their heirs and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.
4. Grantors do further agree to place Grantee and keep Grantee in peaceable possession of said property for the term on this contract for the purpose of its exercising its rights hereunder and do hereby agree to protect, indemnify and hold harmless the Grantee from any attempt by anyone to prevent Grantee from the exercise of its rights hereunder and from any claims which may be asserted or sustained against Grantee growing out of Grantee's exercise of its rights hereunder.
5. Special Provisions.



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1977 JUL 25 AM 10:08

Thomas A. Brown, Jr., Sec.
JUDGE OF PROBATE

Deed Fee 3.00
3.50
1.00
7.50

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals on the day and date first above written.

Thomas V. Peete (L.S.)
THOMAS V. PEETE

Mrs Thomas Peete (L.S.)
MRS THOMAS PEETE

STATE OF ALABAMA)
COUNTY OF TALLADEGA)
Grady Samuel Peete (L.S.)
GRADY SAMUEL PEETE

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that _____

Thomas V. Peete and wife, Mrs. Thomas Peete and Grady Samuel Peete

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 July, 19 77

[Signature]
Notary Public