This instrument was prepared by Made J. Morton, Jr., Attorney at Law P O Box 1227, Columbiana, Alabama 35051

STATE OF ALABAMA

SHELBY COUNTY

244

PAGE

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**B00K** 

WARRANTY TIMBER DEED

37

06/06/1980 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, that we, the indersigned, AARON GREENLIA, a single man; JOHN H. GREENLEA and wife, ERNESTINE ALICE GREENLEA; WARREN GREENLES. and wife, PATRICIA ELIZABETH GREENLEA; MABEL GREENLEA NALLS and husband, OLLIS NALLS; ABBIE LEE GREENLEA SCHULTZ, a widow; ARTHUR E. GREENLEA, JR. and wife, JESSIE MAE GREENLEA; and, R. C. GREENLEA, a single man, hereafter referred to as Grantors, for and in consideration of the sum of NINE THOUSAND SIX HUNDRED AND NO/100 (\$9,600.00) DOLLARS, to us in hand paid by LEE PULPWOOD, INC., a corporation, hereafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantors do hereby grant, bargain, sell and convey unto the said Grantee, its assigns and successors, all trees having a diameter of 4 inches or larger at stump now standing and growing on and upon the following described land owned by the Grantors in fee simple and situated in Shelby County, Alabama, to-wit:

Whof the SWh, containing 80 acres, more or less; a tract containing 8 acres, more or less, located in the NE% of the SW% and described as beginning at the Southwest corner thereof and run East 660 feet, thence North 528 feet, thence West 660 feet, thence South 528 feet to point of beginning; and, a tract containing 16 acres, more or less, located in the NE% of the SW% and described as beginning at the Northeast corner thereof and run West 880 feet, thence South 792 feet, thence East 880 feet, thence North 792 feet to point of beginning. All being in Section 2, Township 22, Range 1 West, Shelby County, Alabama, and containing a total of 104 acres, more or less.

Also the NW% of the NW% of Section 11, Township 22, Range 1 West, Shelby County, Alabama, containing 40 acres, more or less.

TO HAVE AND TO HOLD unto said Grantee, its assigns and successors, for a period of two (2) years from the delivery of this executed deed, together with the right of ingress and egress for said Grantee, his agents, servants, contractors, employees, assigns and successors, over and across said land for the purpose of cutting and removing said trees or for any other lawful purpose, including free rights of way over and across said land for such private dirt roads as the said Grantee may desire to construct, build, open or operate in connection with the removal of said timber; but it is agreed that all trees not removed from said land at the expiration of said two (2') year period shall revert to and become the property of the said Grantors.

This conveyance is made upon and subject to the following terms and (1) Grantee will cut only trees down to 4 inch in diameter at stump; conditions: (2) Grantee will use utmost care in preventing damage to trees having a diameter of less than 4 inches at stump and to young growth trees; (3) Grantee shall protect all

Return to: Wade Morton Page 1 of 5

fences on said property and will replace or repair any damage to fences; (4) Grantee will protect and keep in good condition the existing roads in said property and after its cutting operation is completed, will leave such existing roads in as good of a condition as when it began its cutting operation; and, (5) Grantee will leave no tops or limbs in any open field.

The Grantors herein constitute all of the present heirs and next of kin of John Greenlea, deceased, and Etta Greenlea, deceased, both of whom departed this life intestate, that is, without leaving a Last Will and Testament, in Shelby County, Alabama, more than 40 years prior to this date, and during his lifetime the said John Greenlea was married to the said Etta Greenlea and to no one else and during her lifetime the said Etta Greenlea was married to the said John Greenlea and to no one else. The true and correct marital status of each Grantor herein is indicated following such Grantor's name. The Grantors herein make this affidavit as to the death, intestancy and heirship of John and Etta Greenlea for the purpose of inducing the Grantee herein to pay the consideration for this timber deed.

And we, the said Grantors do, for ourselves and for our heirs, executors, administrators and assigns, covenant with the said Grantee, its assigns and successors, as follows: That we are lawfully seized in fee simple of the above described land Eupon which said trees conveyed hereby are located; that said land is free from all encumbrances and that we have a good right to sell and convey the trees now standing and growing thereon; and, that we hereby warrant and will defend the same to the said Grantee, its assigns and successors, against the lawful claims of all persons,

whatsoever. GIVEN under our hands and seals on this the 34th day of 1/1001 1980. leavon Brenka Willes Maile (SEAL) Ollis Nalls Aaron Greenlea Abbie Lee Greenlea Schultz John H. Greenlea Athur E. Frenk-Edwigseri Arthur E. Greenlea, Jr. Ernestine Alice Greenlea Jessie Mae Greenlea Warren Greenlea Patricia Elizabeth Greenlea C. Greenlea

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39. ICHRIII. Metary Public

County No. 329

STATE OF ALABAMA	
COUNTY OF JEFFERSON	
I, the undersigned	, a Notary Public in and
for said County, in said State, her husband, Ollis Nalls,	eby certify that Mabel Greenlea Nells and
	oregoing conveyance, and who are known to
me, acknowledged before me on this	day, that, being informed of the contents of
	e same voluntarily on the day the same bears
date.	
	al seal this 28 day of April 1995
10 80	
· · · · · · · · · · · · · · · · · · ·	M. H. L.
•	Notary Public 10
STATE OF ALABAMA	
COUNTY OF FRANKLIN	
I, the undersigned	, a Notary Public in and for
for said County, in said State, her	reby that Abbie Lee Greenlea Schultz, a widow,
me, acknowledged before me on this the conveyance, she executed date.	foregoing conveyance, and who is known to day, that, being informed of the contents of the same voluntarily on the day the same bears ial seal this 14 day of application,
19 <u>80</u> .	tal seal ciris / day or
19 00.	Benerly Harney  Notary Public
STATE OF ALABAMA	
COUNTY OF SHELBY	
I, the undersigned	, a Notary Public in and for
said County, in said State, hereby Jessie Nae Greenlea,	certify that Arthur E. Greenlea, Jr. and wife,
whose names are signed to the for	regoing conveyance, and who are known to
me, acknowledged before me on this	day, that, being informed of the contents of
they amounted	the earn valuntarily on the day the same bears
dete.	
Given under my hand and offic	ial seal this 3/5t day of Thorus,
19 80 .	Frekt M. Thomas

Notary Fublic

STATE OF ALABAMA			
COUNTY OF SHELBY			
I, the u	ındersigned	, a Notary Public in and	
for said County, in sa	aid State, hereby cert:	ify that R. C. Greenlea, a single r	maΩ,
while name is si	igned to the foregoing	conveyance, and who is known to	
me, acknowledged befor	re me on this day, tha	t, being informed of the contents of	f
the conveyance, <u>he</u>	executed the same v	oluntarily on the day the some bears	٤
date.			,
Given under my ha	and and official seal	this 31 st day of markely	,
19 80.		Lock m. Thom	
		Notary Public	<del></del>
STATE OFCOUNTY OF		19800606000062200 Pg 5/5 .00 Shelby Cnty Judge of Probate 06/06/1980 00:00:00 FILED/CE	<b>Δ</b> Ι
I		, a Notary Public in and	for
for said County, in s	aid State, hereby that		
the conveyance,date.		this day of	
	1930 JUN -6 PH 12: 13	8	
STATE OFCOUNTY OF	JUDGE OF PROBATE	Ree. 12.00  Incl. 1.00  23.00  , a Notary Public in and	d fo
said County, in said	State, hereby certify	that	,, <del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>
	į	conveyance, and who known to	
me, acknowledged befo	re me on this day, tha	at, being informed of the contents of	of.
the conveyance,	executed the same	voluntarily on the day the same bea	ers
date.			•
Given under my h	and and official seal	this day of	<b></b> , <b>&gt;</b>
	<del></del>	Notary Public	<u> </u>
		THE COLUMN TOWN TO SERVICE SER	