TIMBER DEED

136

STATE OF ALABAMA

COUNTY OF SHELBY

Know all men by these presents, That for and in consideration of Twenty Dollars (\$20.00) a cord for said timber, said payments to be made to Grantor once a week, and other good and valuable consideration, to the undersigned Grantors, WILLIAM T. HARRISON, HELEN HARRISON PHILLIPS, and CAROL HARRISON SMITH, in hand paid by BOBBY JOINER, the receipt whereof is acknowledged, we the said William T. Harrison, Helen Harrison Phillips, and Carol Harrison Smith, do hereby grant, bargain, sell and convey unto the said Bobby Joiner, all merchantable pine timber with a diameter of 6" and up, located on the following described land:

All that part of the Wh of the NWh lying East of a public road leading from the Saginaw Cut-off road to Chelsea; ALSO, all that part of the Wh of the SWh lying East of a public road leading from the Saginaw Cut-off road to Chelsea, all in Section 36, Township 20 South, Range 2 West.

together with full and free right of ingress and egress to and from said land at any and all times until the expiration of six (6) months from the date of the execution of this deed, for the purpose of cutting and removing said timber, but after said time, grantee shall have no further rights or interest in said land or timber uncut and at expiration of said time, said land and all uncut timber shall revert to the grantors herein.

It is understood and agreed that grantee is hereby given the right to use existing private roads and has the right to build such temporary roads and other devices as may be necessary or useful to the grantee for the purpose of cutting and removing the timber, however, all roads are to be left in as good condition as at the beginning of this contract.

BOOK 341 MACE 521

It is hereby understood and agreed between grantors and grantee that grantee is not to cut any hardwood and is to be very careful not to do damage to the timber that will remain on said land. It is also understood between the parties that the East line of said land runs along 1-1 lines but is unmarked and that grantee will find the line and will stay ten (10) feet away from it.

And we do for ourselves and for our heirs, executors and administrators covenant with the said BOBBY JOINER, his heirs and assigns, that we are lawfully seized of said premises in fee simple; that it is free from all encumbrances and we have a good right to sell and convey said timber as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said BOBBY JOINER, his heirs and assigns against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seals this the <u>28</u> day of July, 1982.

en Happisch Getill

Helen Harrison Phillips

Carol Harrison Smith

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William T. Harrison, Helen Harrison Phillips and Carol Harrison Smith, 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 same day the same bears date.

Given under my hand and official seal this the 23 day of July, 1982.

I CERTIFY THIS Notary Public

1982 AUG -6 PH 3 09

Jud. 1.00

Jud. 1.00

PUBLIC