

732

\$56,00

STATE OF ALABAMA

COUNTY OF SHELBY

This agreement and conditional license, made and entered into on this 23rd day of December, 1983, by and between Vining Brothers Timber Company, Inc., as grantor, of the one part, and Bill Brown Sawmill, as grantee, of the other part.

WITNESSETH

That for and in consideration of the payment by the grantee to the grantor of the sum of (\$52,300.01) Fifty two thousand three hundred dollars and 01/100's.....DOLLARS upon execution of this instrument, the receipt of which is hereby acknowledged by the grantor, and the further consideration of the mutual promises and agreements herein contained, the parties agree as follows:

The grantor hereunder sells to the grantee the following described timber:

All merchantable Pine and Gum Timber.
All Poplar Timber 14 inches and up in diameter at stump
measure. NO OTHER HARDWOOD TIMBER IS TO BE CUT.

All timber sold under this contract is located on the following described property:

All that part of the NE $\frac{1}{4}$ of Section 26, Township 20
South, Range 2 West, which lies North of Yellow Leaf
Creek and East of branch down the West boundary line
of said quarter section, Shelby County, Alabama.
Containing 114 acres, more or less.

THE GRANTOR AGREES:

1. The grantor hereby grants to the grantee the necessary right to ingress and egress for the cutting and removing of said timber.
2. The grantee shall have (365) days from and after the date of this agreement to complete the felling and removal of said timber.
3. To have and to hold to said grantee, his heirs and assigns. And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances; 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 grantee, his heirs and assigns, against the lawful claims of all persons.

WE BUY PULPWOOD & LOGS

Bill Brown Sawmill, Inc.P.O. DRAWER B
BRIERFIELD, AL 36035

THE GRANTEE AGREES:

1. To cut only the timber specified above.
2. To use utmost care in preventing damage to young growth and trees not to be cut. To leave tops, limbs, and other debris away from standing trees.
3. To keep any and all roads used for the carrying out of this contract, upon the property of the grantor, in a passable condition.
4. To leave all streams free of tops, limbs and other logging debris.
5. To prevent damage to fences, powerlines, telephone lines, and other improvements; and to repair such damage if caused by the operations fo the grantee.
6. To be especially careful of forest fires and to take precautions to prevent same.
7. The grantor shall not be held liable for any claim for damages which may accrue on account of the cutting and removing of said timber and the grantee shall indemnify, protect and save harmless the grantor form all loss, damage, cost, or expense which the grantor may sustain on account of the cutting and removal of said timber from said land and on account of claims by others for damages, whether for personal injury of property damage or otherwise, resulting from or arising out of the cutting and removing of said timber.

In the event the grantee fails to perform any covenant of this agreement, the grantor shall have the right to terminate this agreement by (5) days' written notice sent by registered mail to the grantee informing the grantee of its intention so to do.

Witness:

Richard A. Shaffer
H. R. Little

Grantor:

Albert H. Vining

Grantee: _____

By: _____

STATE OF ALABAMA
COUNTY OF SHELBY

1984 JAN 18 AM 9:27

Deed tax 56.00
Rec. 3.00
Ind. 1.00
60.00