

OK J-236

This instrument prepared by

George F. Wooten

223 W. North Street
Talladega, Alabama 35160

Shelby
7/14/76

REAL 287 PAGE 294

8588

STATE OF ALABAMA)

COUNTIES OF JEFFERSON & SHELBY)

10.00

THIS AGREEMENT, made and entered into on this the 23 day of August, 1976, by and between NORTH ALABAMA FOREST PRODUCTS, INC., a corporation, hereinafter referred to as Grantor, and REX TIMBER CORPORATION, a corporation, hereinafter referred to as Grantee,

WITNESSETH: That for and in consideration of Ten and No/100 (\$10.00) Dollars, and other valuable consideration, to Grantor, in hand paid by Grantee, the receipt of which is hereby acknowledged, Grantor does hereby bargain, sell and convey, subject to the conditions more particularly hereinafter set forth, unto Grantee all merchantable pine and hardwood trees, deemed capable of economic harvesting and manufacturing by Grantor, now standing and growing upon the following described lands, to-wit:

The West Half of Southwest Quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section 34, Township 19 South, Range 3 West. The East Half of Northeast Quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 4, Township 20 South, Range 3 West.

TO HAVE AND TO HOLD the same to Grantee, its successors and assigns, upon the following terms and conditions:

1. There is included in this conveyance all rights of Grantor, by virtue of that certain timber deed to Grantor from R. W. Fleming dated June 10, 1976, together with a copy of letter agreement attached to said timber deed, copies of both of which are attached hereto for identification.

2. There is also included herein all supplemental agreements and amendments to such timber deed and letter agreement, which may be arrived at with reference to the

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timber and property hereinabove described, by the Grantor and the said R. W. Fleming.

3. Grantor covenants and agrees to protect Grantee in and about its exercise of all rights herein granted or rights contained in said timber deed above referred to, and to indemnify and hold harmless the Grantee of and from any losses or damages which may be sustained by Grantee in the event Grantee should be prevented (except for Grantee's own fault and acts of God) from exercising the rights herein conveyed.

4. In accepting this deed, Grantee takes the same, subject to all of the terms, conditions and provisions set forth in the timber deed hereinabove referred to and the letter agreement attached thereto; and Grantee agrees to conform to and abide by all of such terms, conditions and provisions.

5. Grantee, by the acceptance of this conveyance, does hereby agree to indemnify and hold harmless the Grantor of and from any damages or claims which may be asserted against Grantor by R. W. Fleming by virtue of alleged breach by Grantee of any of the terms, conditions and provisions of the said timber deed and letter agreement attached thereto, more particularly hereinabove referred to.

6. Grantor agrees, upon request from Grantee, to secure, at no cost to Grantee, an extension of cutting time from 4-15-77 to 11-15-77.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized on the day and date first hereinabove written.

NORTH ALABAMA FOREST PRODUCTS, INC.
A Corporation (L.S.)

ATTEST:

By Kenneth G. Northrop
Its President

Saranne N. Northrop
Its Secretary

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STATE OF ALABAMA,)
COUNTY OF Fallada)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Kenro H. G. Northrop, whose name as President of North Alabama Forest Products, Inc., a corporation, 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, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 22 day of August, 1976.

George J. Wain
Notary Public



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KNOW ALL MEN BY THESE PRESENTS, that R. W. Flemming

For and in consideration of the sum of \$10.00 and other valuable consideration to the undersigned grantors, in hand paid by North Alabama Forest Products, Inc., a Corporation, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said, North Alabama Forest Products, Inc., a Corporation, all merchantable pine and hardwood trees except those specified in the letter of special provisions which is a part of this timber sale,

which are deemed capable of economic harvesting and manufacturing by North Alabama Forest Products, Inc., the grantee herein, now standing and growing upon the following described lands to wit: The W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 34, Township 19 South, Range 3 West. The E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 4, Township 20 North, Range 3 West.

The said North Alabama Forest Products, Inc., a Corporation, its successors, agents, servants, contractors, employees and assigns, shall have the right of ingress, egress and regress over, across and along said lands for the purpose of cutting and removing said timber. Also, free right of way over and across said lands for such roads and ditches as the grantee may desire to construct, build or open to be used in connection with cutting or removing said timber. Grantee herein, its employees, contractors, servants, agents, successors, and assigns shall have the unqualified right to use such methods, equipment, machinery, as deemed necessary to log and remove the trees purchased from grantors herein.

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add
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Sellers, the grantors herein, realizing that damage to understory and smaller trees not to be cut and removed will occur when the trees to be cut and removed are harvested and sellers, the grantors herein, by these presents do release the grantee, North Alabama Forest Products, Inc., its successors, agents, servants, contractors, employees and assigns from any claim of damage in the event of damage to understory and other trees not to be removed during the time for the removal of the timber sold herein.

It is also agreed that said North Alabama Forest Products, Inc., a Corporation, its successors and assigns, be allowed 6/1/76 - 12/31/76 and for payment of \$10.00 be allowed from 4/15/77-11/15/77 which to cut and remove said timber herein conveyed.

TO HAVE AND TO HOLD The same to the said North Alabama Forest Products, Inc. a Corporation, its successors and assigns. And we do for ourselves, and for our heirs, executors and administrators, covenant with the said North Alabama Forest Products, Inc., a Corporation, its successors and assigns, that we are lawfully seized of the property conveyed; that it is free from all encumbrances; that we have a good right to sell convey the said property; that we will our heirs, excutors and administrators, shall warrant and defend the same to the said North Alabama Forest Products, Inc., a Corporation, its successors and assigns, against the lawful claims of all persons whomsoever.

Given under our hands and seals, this 1st day of June, 1976

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R. W. Flemming
Grantors Name

(L.S.)

Witness:

John L. Felt

James M. Craig

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09/17/1976 12:00:00AM FILED/CERT

I, the undersigned authority, a Notary Public in and for the state of _____ at large, hereby certify that _____ 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 this _____ day of _____, 19__.

NOTARY PUBLIC

June 1, 1976

This memo is to be considered a part of the separate timber deeds between North Alabama Forest Products, Inc. and R. W. Fleming and between North Alabama Forest Products, Inc. and Mildred Wald and Edna Wald. The undersigned parties agree to these special provisions:

1. Severance tax will be paid by the timber buyer.
2. (a) As used in this Section 2, the term "10 inch tree" means a tree which when the timber deed is executed to North Alabama Forest Products, Inc. at a point four feet above the ground has a diameter of at least 10 inches; the term "grantor" means the grantor or grantors in one of the above mentioned deeds; the term "the corporation" means North Alabama Forest Products, Inc.; the term "the road" means the road running through the land described in the timber deed.

(b) The grantor shall have the right to mark four 10 inch trees on each acre which the corporation shall not have the right to cut. The grantor shall complete such marking within fifteen days from the date of the timber deed.

(c) The corporation will leave a row of 10 inch trees on one side of the road or the other. Said row may be partly on one side of the road and partly on the other side of the road. In said row there shall be at least one 10 inch tree every 60 feet.

(d) The grantor shall have the right to mark 35 large trees on the land described in the timber deed which the corporation shall not have the right to cut. The grantor shall complete such marking within 15 days from the date of the timber deed.

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3. No trees will be cut around houses or barns within a 50 foot radius.
4. Trees to which fences are nailed will be cut above the level of the wire.
5. No tree tops are to be left in the fields or in the main road.
6. Access to the property will be by main road that enters the property at the north end.

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

1976 SEP 17 AM 7:50

Jefferson
James M. Foulger
JUDGE OF PROBATE

Accepted:

NORTH ALABAMA FOREST PRODUCTS, INC.

STATE OF ALA. JEFFERSON CO
BESSEMER DIV. I CERTIFY THIS
INSTRUMENT
REAL 287 PAGE 294
SEP 9 9 09 AM '76
RECORDED & \$ INTO TAX
& \$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
O. H. Foulger
JUDGE OF PROBATE

By *Jon C. Betts*
Jon C. Betts

R. W. Flemming
R. W. Flemming

Edna J. Wald
Edna J. Wald

Mildred L. Wald
Mildred L. Wald

By *Edna J. Wald*
Edna J. Wald, Mildred L. Wald's Agent

STATE OF ALABAMA
JEFFERSON COUNTY

I hereby certify that no mortgage tax or deed tax has been collected on this instrument.

O. H. Foulger
Judge of Probate

"NO TAX COLLECTED"

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
REAL 1339 PAGE 216
AUG 25 1 47 PM '76
41.50
83
50.00
REC. TAX
HAS BEEN
PD. ON THIS INSTRUMENT.
O. H. Foulger
JUDGE OF PROBATE

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