

860

TIMBER DEED

19791019000137070 1/2 \$.00
Shelby Cnty Judge of Probate, AL
10/19/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA,
COUNTY OF SHELBY.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ONE HUNDRED (\$100) DOLLARS, cash in hand paid to the Sellers by the Purchaser and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, A. LYNWOOD BOOTH, and HILDREATH K. BOOTH, husband and wife, hereinafter called SELLERS, do hereby grant, bargain, sell, warrant and convey unto CHAMPION INTERNATIONAL CORPORATION, hereinafter called PURCHASER, their successors and assigns, all timber marked for cutting as hereinafter indicated on the following described lands in the County of Shelby, State of Alabama, viz:

SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 22, Township 18 South, Range 1 East, Shelby County, Alabama.

This deed is subject to the following terms and conditions which Purchaser acknowledges by the acceptance of this deed, viz:

1. All timber sold under this Agreement has been marked with blue paint spots below stump height and on the body of the trees. For any unmarked trees containing merchantable timber which are cut by Purchaser, its employees, contractors, or employees of contractors, Purchaser shall, upon demand by Sellers, pay Sellers as damages, in addition to the consideration referred to above, double the current price of stumpage for the class of material contained in said unmarked trees.

2. In logging the timber conveyed herein, Purchaser agrees that no unnecessary damage shall be done to young growth or to trees left standing on said property and Purchaser shall perform the logging of timber hereunder in a good and workmanlike manner. Purchaser shall have the reasonable right of ingress and egress on, across and over the lands owned by Sellers for the purpose of logging such timber. Purchaser may cut and use at no cost such small hardwood timber as may be necessary for bridging, roadbuilding and logging to carry out the provisions hereof.

3. Unless extension of time is granted in writing by Sellers, the timber sold under this Agreement shall be cut and removed from the above described property by the 30th day of September, 1981. Title to any timber sold under this Agreement and remaining on the lands described above after such deadline or any extension thereof shall revert to Sellers and Purchaser shall have no further rights hereunder.

4. Sellers do hereby covenant with the Purchaser, their successors and assigns, that Sellers will forever warrant and defend the title of said timber against all lawful claims whatsoever.

5. Purchaser agrees and warrants that it will at all times indemnify and save harmless Sellers against any and all claims, demands, actions or causes of action, for injury or death of any person or persons, or damage to the property of any third person or persons which may be due in any manner to operations of Purchaser under this instrument upon said lands or any other lands of Sellers.

6. Purchasers shall be required to have and keep in force a policy of general liability insurance in the minimum amount of \$100,000.00 at all times during the cutting of timber under this deed. If at any time the Sellers discover the absence of such insurance, they may either immediately terminate all rights under this deed in writing, or purchase adequate insurance and charge same to Purchasers.

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Champion International

IN WITNESS WHEREOF, the Sellers have hereunto set their hands and seals this the 5 day of October, 1979.

by A. Lynwood Booth
Hildreath K. Booth
A. LYNWOOD BOOTH
attorney in fact.
Hildreath K. Booth
HILDREATH K. BOOTH

STATE OF Alabama,
COUNTY OF Jefferson.

I, the undersigned Notary Public in and for said County in said State, hereby certify that ~~A. Lynwood Booth and Hildreath K. Booth, husband and wife~~, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 1979.

John S. Somerset
Notary Public, Jefferson County, Alabama

My commission expires: 7-24-83

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for the said County and State, hereby certify that A. Lynwood Booth, by and through his duly authorized attorney in fact, Hildreath K. Booth, both of whom are known to me, acknowledged before me on this day, that, being informed of the contents of the within instrument, she executed the same on his behalf voluntarily on the day the same bears date; I further have personal of the instrument granting Power of Attorney from A. Lynwood Booth to Hildreath K. Booth, and know that same has not been altered or revoked.

This the 5th day of October, 1979.

John S. Somerset
Notary Public
my comm. exp. 7-24-83

OCT 19 AM 8:55
JUDGE OF PROBATE

Deed 4.00
Proc. 3.00
Fees 1.00
8.00

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