

This instrument was prepared by Harrison, Conwill, Harrison & Justice,  
Attorneys at Law, P.O. Box 557, Columbiana, Alabama 35051

TIMBER DEED

STATE OF ALABAMA           X  
SHELBY COUNTY               X

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of One Dollar and no/100 (\$1.00) and other good and valuable consideration, to the undersigned grantors, CATES MILK HAULING CO., INC., the receipt whereof is hereby acknowledged, the said Cates Milk Hauling Co., Inc., does hereby grant, bargain, sell and convey unto the said LOMAX PULPWOOD & LUMBER CO., INC., all merchantable pine timber located on the following described land:

W $\frac{1}{2}$  of SW $\frac{1}{4}$ , Section 18, Township 21 South,  
Range 1 East, East of State Highway 25  
and West of blue painted timber sale boundary;  
SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 18, Township 21 South,  
Range 1 East, all being located in Shelby  
County, Alabama,

together with full and free right of ingress and egress to and from said land at any and all times until the expiration of twelve (12) 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 the 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.

And we do for ourselves and for our heirs, executors and administrators covenant with the said Lomax Pulpwood & Lumber Co., Inc., its successors 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

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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 Lomax Pulpwood & Lumber Co., Inc., its successors and assigns against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seals this 22<sup>nd</sup> day of January, 1982.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1982 JAN 25 AM 9:28  
see Mtg H17-964  
Thomas A. Shumaker, Jr.  
JUDGE OF PROBATE

CATES MILK HAULING CO., INC.

BY John L. Cates, Pres  
John L. Cates - President

ATTEST:

Jacquelyn H. Cates, Sec.  
Jacquelyn H. Cates - Secretary

9,500 of the purchase price recited above, was paid from a mortgage loan simultaneously herewith.)

STATE OF ALABAMA X

SHELBY COUNTY X

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John L. Cates, whose name as President and Jacquelyn H. Cates, whose name as Secretary of Cates Milk Hauling Co., 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, they as such officers 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<sup>nd</sup> day of January, 1982.

Ann Walker  
Notary Public