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

## TIMBER DEED

STATE OF ALABAMA

SHELBY COUNTY

Know all men by these presents, That for and in consideration of Nine Thousand Nine Hundred Ninety-Nine and no/100 (\$9,999.00), to the undersigned grantors, JOHN L. ATCHISON, SR., and wife, RUTH NELL ATCHISON, in hand paid by \_\_\_ Bill Brown Sawmill Co. \_\_\_\_, the receipt whereof is hereby acknowledged, we, the said John L. Atchison, Sr., and wife, Ruth Nell Atchison, do hereby grant, bargain, sell and convey unto the said Bill Brown Sawmill Co. all merchantable pine and sawtimber located on the following described land:

> The No of the SW% of NW%, Section 19, Township 21, Range 1 West, Shelby County, Alabama, containing 20 acres, more or less. Situated 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. Said twelve (12) months and the cutting of said timber is to begin only after the payment in full of said consideration of \$9,999.00 to the grantors. After the consideration has been paid in full to the grantors, the grantee has twelve (12) months from that date to cut and remove 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. Said timber deeds shall be considered null and void if not accepted within thirty (30) days of signature.

It is understood and agreed that the grantee is hereby given 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. It is also understood and agreed that the grantors, John L. Atchison, Sr., and wife, Ruth Nell Atchison, will not be responsible or held accountable for damage to the equipment used by grantee or any way held responsible for any type accident to grantee, or employees of grantee.

And we do for ourselves and for our heirs, executors and administrators covenant with the said Bill Brown Sawmill Co. his 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 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 Bill Brown Sawmill Co. , his successors and assigns against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seals this day of June . 1982.

LANCEL OF PROBATE

John L. Atchison,

STATE OF ALABAMA

BOCK

COUNTY OF CULLERSON X

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John L. Atchison, Sr., and wife, Ruth Nell Atchison, 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 and official seal this 18th day of 1982.

My Commission Expires