

STATE OF ALABAMA)

COUNTY OF SHELBY)

19830209000018100 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
02/09/1983 00:00:00 FILED/CERTIFIED

THIS INDENTURE, made and entered into on this the 7th day of FEBRUARY, 1983,

by and between Sherwood J. Stamps and wife, Beverly F. Stamps, hereinafter
referred to as Grantors, and Rex Timber, Inc., an Oregon corporation, a wholly owned
subsidiary of Georgia-Pacific Corporation, hereinafter referred to as Grantee,

WITNESSETH: That for and in consideration of the sum of Two Hundred Sixty-one Thousand Six Hundred
& no/100 (\$261,600.00) Dollars to Grantors in hand paid by Grantee, the receipt of which is acknowledged, Grantors
do hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all timber described as follows:

all merchantable pine timber

located upon the following described property, lying and being in Shelby & St. Clair County, Alabama, to-wit:

PARCEL I:

SE 1/4 of NW 1/4, Section 25, Township 17 South, Range 1 East;
NE 1/4 of NW 1/4, Section 26, Township 17 South, Range 1 East;
E 1/2 of SW 1/4 of NE 1/4, Section 26, Township 17 South, Range 1 East;
SE 1/4 of NE 1/4, Section 26, Township 17 South, Range 1 East;
NE 1/4 of SE 1/4, Section 26, Township 17 South, Range 1 East;
S 1/2 of S 1/2, Section 24, Township 17 South, Range 1 East, EXCEPT Hillhouse tract
as same is described in deed recorded in Book 260, page 899, in the Office of the
Judge of Probate of Shelby County, Alabama;
NE 1/4 of NW 1/4 of Section 25, Township 17 South, Range 1 East, EXCEPT Hillhouse tract,
& N 1/2 of NE 1/4, Section 25, Township 17 South, Range 1 East, EXCEPT Hillhouse tract
as same is described in deed recorded in Book 260, page 899, in the Office of the
Judge of Probate of Shelby County, Alabama;
SW 1/4 of NW 1/4, Section 25, Township 17 South, Range 1 East;
W 1/2 of SW 1/4 of NE 1/4, Section 25, Township 17 South, Range 1 East;
E 1/2 of SE 1/4 of NE 1/4, Section 25, Township 17 South, Range 1 East;
N 1/2 of SW 1/4 of Section 25, Township 17 South, Range 1 East;
West 10 acres of NW 1/4 of SE 1/4 of Section 25, Township 17 South, Range 1 East;
S 1/2 of S 1/2 of Section 25, Township 17 South, Range 1 East, lying north of Shoal Creek;
All the N 1/2 of NE 1/4 of Section 36, Township 17 South, Range 1 East which lies north
of Shoal Creek;
East 10 acres of the W 1/2 of NE 1/4 of SE 1/4 of Section 25, Township 17 South, Range
1 East; all being situated in Shelby County, Alabama.

PARCEL II:

The north 25 acres of the SE 1/4 of SE 1/4, Section 23, Township 17 South, Range 1
East, Shelby County, Alabama.

PARCEL III:

The NW 1/4 of NW 1/4 of Section 25, Township 17 South, Range 1 East; situated in Shelby
County, Alabama.

PARCEL IV:

West 15 acres of SW 1/4 of SW 1/4, Section 30, Township 17, Range 2 East, lying north of
Shoal Creek; being situated in St. Clair County, Alabama.

SUBJECT TO:

1. Taxes for the year 1983.
2. Right-of-way granted to public by instrument recorded in Deed Book 244, page 285, and
Deed Book 203, page 169, in the Probate Office of Shelby County, Alabama.

being property described in Grantors' deed recorded in Book _____ Page _____, office of the Judge of Probate
of _____ County, Alabama.

(CONTINUED ON REVERSE SIDE)

BOOK 345 PAGE 31

See Timber Release M-10-31-83 479-110-31-83

(11.8.83)

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple, together with the full and free right of ingress and egress over all of said lands above described and, if necessary, over the adjoining lands of Grantors, with all necessary easements for logging roads and other easements necessary or convenient to the cutting and removing of said timber and wood, including the right to move and operate upon said lands skidders, tractors or trucks and other machinery and equipment necessary or convenient for cutting and removing the timber and trees herein conveyed.

This conveyance is made subject to the following terms and conditions:

1. Grantee shall have until January, 19 85, to cut the above mentioned timber, or such portion as it wishes to take. Title to any timber on said property not cut by said date shall revert to Grantors, but said

termination may be extended by Grantee for a maximum of N/A additional (months, years) upon payment

to Grantors of an additional sum of \$ N/A on or before termination date, or a proportional amount of above sum for a shorter period. Grantee shall have one month after termination date to remove its machinery, equipment and other property, including all timber which was cut prior to the termination date.

2. Grantee shall not be obliged to cut or remove any particular quantity or kinds of timber or to carry on its operations at any particular time or times within the terms hereof, or in any particular manner. Grantee may leave on the property such of the timber or parts thereof as it does not desire to take.

3. Grantors covenant that they are lawfully seized and possessed of the aforesaid timber and the lands upon which the same are situated; that same is free from all encumbrances and Grantors have a good right to sell and convey the same; that Grantors will, and their heirs and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.

4. Grantors do further agree to place Grantee and keep Grantee in peaceable possession of said property for the term on this contract for the purpose of its exercising its rights hereunder and do hereby agree to protect, indemnify and hold harmless the Grantee from any attempt by anyone to prevent Grantee from the exercise of its rights hereunder and from any claims which may be asserted or sustained against Grantee growing out of Grantee's exercise of its rights hereunder.

5. Special Provisions.

(a) This conveyance does not include any hardwood timber and same shall not be cut or removed from the subject lands.

(b) In the event Grantee, in its sole discretion, determines that it has completed the cutting and removal of timber pursuant to this conveyance prior to the aforesaid date of January , 1985, then the Grantee shall, upon the request by Grantors, execute a release of its rights under this conveyance.

(c) Title to the timber conveyed herein shall revert to Grantors if any of same is not removed from the subject lands during the term hereof.

(d) Grantee shall exercise its rights hereunder in a careful and prudent manner and shall not unreasonably damage timbers not conveyed herein. Grantee shall carry insurance under the Workmen's Compensation Act of Alabama. Grantee shall be responsible for any damages or claims of damage or liability asserted by any party as result of the exercise by Grantee of its rights hereunder and shall and does hereby indemnify, defend, and hold harmless Grantors from any liability, claim of liability, or expense which Grantors might suffer in connection therewith.

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IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals on the day and date first above written.

STATE OF ALABAMA, SHELBY CO.
Deed Tax 262.00 I CERTIFY THIS
Dec 3.00 INSTRUMENT WAS FILED
Jud 1.00
266 1983 FEB -9 PM 2:24

Sherwood J. Stamps (L.S.)
Sherwood J. Stamps

Beverly F. Stamps (L.S.)
Beverly F. Stamps

STATE OF ALABAMA Shelby,
JUDGE OF PROBATE
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that

Sherwood J. Stamps and wife, Beverly F. Stamps,

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 9th day of February, 19 83.
Charles A. Brown
Notary Public