

TIMBER DEED

of the State of Alabama, and County of Shelby, hereinafter called First Party, and Union Camp Corporation, a Virginia corporation, authorized to do business in Alabama hereinafter called Second Party.

_____ Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto Second Party all of the following described property, rights and privileges:

All merchantable pine trees and pine timber 6" in diameter outside bark and larger EXCEPT seed trees marked with blue paint.

Northwest Quarter of Northwest Quarter; East one-half of Northwest Quarter, Section 15, Township 20 South, Range 1 West, Shelby County, Alabama, Containing 120 acres, more or less.

Also the right of ingress and egress over said lands and any adjacent lands of First Party for the purpose of cutting and removing said trees and timber, which rights may also be exercised by Second Party's independent contractors, their servants, agents, and workmen, in, through, over, and upon the said lands; also the privilege of adequate roads and rights of way as may be needed and the right to use and improve existing roads upon the lands described herein and, where necessary, to construct haul roads and to obtain borrow material for such purpose close to the area where such material is needed; also the right to go upon said lands with men, cars, trucks, and other vehicles for the purpose of cutting, harvesting, logging, and sawing the trees and timber and removing therefrom the trees and timber; to stack and pile lumber and logs thereon; and all other logging rights and privileges usually given and not hereinabove mentioned.

W.F.N.3.

twelve(12) months

The term of this contract shall be _____ from the date hereof and Second Party is to have the above granted property, rights and privileges for said length of time.

And it is expressly agreed between the parties hereto that this conveyance and sale embraces not only the trees and timber, including pulpwood saplings and trees within the description herein contained at the date hereof but all that may grow to the measure of such description during the term of this contract.

First Party agrees to construct roads necessary for logging at their expense. Second Party will supply the chert or rock for such road construction. If in the opinion of First Party the tract is too wet to log, First Party will notify Second Party and logging will be suspended until ground conditions have become suitable for logging. The term hereof shall be extended for a period of time equal to the time that logging was suspended under this provision.

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TO HAVE AND TO HOLD the said bargained trees, timber, and pulpwood rights to Second Party as above set out; and the title to the said property and the privileges the said First Party will warrant and defend against the lawful claims of all persons whomsoever.

All agreements, covenants, duties, rights, privileges, and powers herein made, imposed, granted, or mentioned, which are binding upon or applicable to either or both of the parties hereto, shall also be binding upon and applicable to the heirs, legal representatives, successors and assigns of such party or parties.

IN WITNESS WHEREOF, First Party has signed, sealed, and delivered these presents, the day and year first above written.

I CERTIFY THAT THIS INSTRUMENT WAS FILED

1984 DEC -6 PM 3:57

Thomas W. Henderson, Jr.
JUDGE OF PROBATE

L. Douglas Joseph (L.S.)
L. Douglas Joseph

J. Anthony Joseph (L.S.)
J. Anthony Joseph

Gail J. Owen (L.S.)
Gail J. Owen

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that L. Douglas Joseph

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of December

Notary Public