

1217
STATE OF ALABAMA
COUNTY OF SHELBY

53,300
TIMBER DEED

✓ This indenture made this 21st day of May, 19 85, between
Weldon Bass, Jr.

of the State of Alabama, and County of Shelby, hereinafter called
First Party, and Lomax Pulpwood and Lumber Co., Inc., a corporation

hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of \$53,300 total, payable as follows:
\$10,000 in hand paid, the receipt whereof is hereby acknowledged and the balance of
\$43,300 is to be paid by the party of the second part as the timber conveyed herein
is cut on a weekly basis 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 of the following described timber and trees, including saplings and tops suitable for pulpwood purposes, to-wit:

All Merchantable Timber.

028 MAY 1985
The above described timber and trees are standing, growing, or fallen on the following described land, to-wit:
NW $\frac{1}{4}$ of SW $\frac{1}{4}$, except West 397 feet; SW $\frac{1}{4}$ of SW $\frac{1}{4}$, except tract sold to Church more
particularly described as follows: About 1 $\frac{2}{13}$ acres of land, lying in the SW
corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4, Township 24, Range 15 East and more particularly
described as follows: Beginning at the SW corner of said Section run East 387 $\frac{1}{2}$ feet
to West edge of Montgomery Road, so called; thence North 12 deg. West 141 feet along
the West side of said Montgomery Road; thence West 345 $\frac{1}{2}$ feet to the West boundary line
of said Section; thence South along said boundary line 137 feet to point of beginning,
all in Section 4, Township 24 North, Range 15 East, except highway right of way. Minerals
and mining rights excepted.

Also SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 8, Township 24 North, Range 15 East.
Also NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 17, Township 24 North, Range 15 East.
Also NE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 18, Township 24 North, Range 15 East.

If at anytime during the period of this contract the title to the timber and land
described hereinabove is questioned in anyway, the party of the second part reserves
the right to cancel this agreement and the consideration paid by the party of the
second part to the party of the first part for the timber cut to the date of cancellation
satisfies the terms and financial obligations of this contract.

LOMAX PULPWOOD AND LUMBER CO., INC.

BY:

James A. Lockwell Jr.
Pres.

Weldon Bass Jr.
Weldon Bass, Jr.

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.

Lomax Pulpwood & Lumber Co. Inc.
P.O. BOX 83
COLUMBIANA, ALA. 35051

The term of this contract shall be 18 months 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.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

MAY 23 PM 2:03

Thomas A. Schmitt, Jr.
JUDGE OF PROBATE

Deed tax 53.50
5.00
1.00

59.50

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.

Weldon Bass, Jr.
Weldon Bass, Jr.

(L.S.)

(L.S.)

STATE OF ALABAMA

SHELBY

COUNTY

the undersigned authority

, a Notary Public in and for said County, in said

State, hereby certify that Weldon Bass, Jr.

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 21st day of May, A.D. 19 85

Peggy J. Lott
NOTARY
Notary Public.