

The term of this contract shall be May 31, 1987 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.

Additional restrictions to this timber deed are contained in the attached Exhibit "A".

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.

Lewis B. Walker (L.S.)
LEWIS B. WALKER

_____ (L.S.)

BOOK 108 PAGE 631

STATE OF ALABAMA

Shelby COUNTY

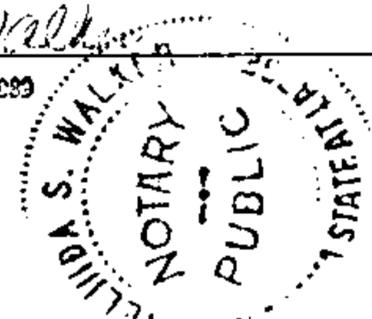
I, Melinda S. Walker, a Notary Public in and for said County, in said

State, hereby certify that Lewis B. Walker

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 7th day of Jan. A.D., 1987

Melinda S. Walker
My Commission Expires March 26, 1989



Notary Public.

WALKER CREDIT ADVANCE

Exhibit "A"

This instrument was prepared by
CONWILL & JUSTICE, P.C.
P.O. BOX 557
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA X
COUNTY OF SHELBY X KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration as detailed below, to the undersigned grantors, HAROLD D. SCOTT and wife, JERLINE P. SCOTT; LESLIE W. HOPE and wife, SUE S. HOPE, in hand paid by LEWIS B. WALKER, the receipt whereof is hereby acknowledged, we the said Harold D. Scott and wife, Jerline p. Scott; Leslie W. Hope and wife, Sue S. Hope, do hereby grant, bargain, sell and convey unto the said Lewis B. Walker all merchantable pine sawtimber designated for cutting on the following described land:

All that part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; the NW $\frac{1}{4}$ of of the NE $\frac{1}{4}$ of Section 8, Township 24 North, Range 15 East, lying North of that unnamed dirt road, 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 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.

The said pine sawtimber designated for cutting will be paid for at the rate of \$17.00 per cd. (5,450 lbs) for pulpwood and \$90.00 per M.B.F. (15,000) for logs. The said grantee will furnish scale tickets for each load of timber cut. In any event grantee shall pay a minimum of \$5,000.00 at the above described rate.

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 as may be necessary or useful to the grantee for the purpose of cutting and removing the timber, however, all roads

BOOK 108 PAGE 632

are to be left in as good condition as at the beginning of this contract. Any fences broken down will be repaired immediately and gates will be kept closed.

And we do for ourselves and for our heirs, executors and administrators covenant with the said Lewis B. Walker, 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 executors and administrators shall warrant and defend the same to the said Lewis B. Walker, his successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31 day of May, 1986.

BOOK 108 PAGE 633

Harold D. Scott
Harold D. Scott

Jerline P. Scott
Jerline P. Scott

Leslie W. Hope
Leslie W. Hope

Sue S. Hope
Sue S. Hope

STATE OF ALABAMA X

COUNTY OF SHELBY X

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Harold D. Scott and wife, Jerline P. Scott; Leslie W. Hope and wife, Sue S. Hope, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of May, 1986.

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

1987 JAN -7 AM 10:19

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

Denny C. Kovackas
Notary Public

- 1. Deed Tax \$ 6.00
- 2. Mtg. Tax _____
- 3. Recording Fee 10.00
- 4. Indexing Fee 1.00
- TOTAL 17.00

My Commission Expires February 28, 1987