

STATE OF ALABAMA)

SHELBY COUNTY)

MERCHANTABLE PINE TIMBER DEED

THIS INDENTURE made and entered into on this the 27th day of August, 1987, by and between SHERWOOD J. STAMPS, a married man, (hereinafter referred to as "Grantor") and UNION CAMP CORPORATION, a Virginia corporation, (hereinafter referred to as "Grantee").

WITNESSETH: That for and in consideration of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all merchantable pine trees and timber standing, growing, or fallen on the following described land:

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ less ten acres in SW corner; in Section 19, Township 19 South, Range 2 East, Shelby County, Alabama.

SUBJECT TO:

1. Current taxes.
2. Easements and restrictions of record.
3. Mining and mineral rights not owned by Grantor.

The above described property is not the homestead of Grantor. Title to the property and timber is in Sherwood J. Stamps only.

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 land above described and, if necessary, over the adjoining lands of Grantor, 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 one year from date to cut above mentioned merchantable pine trees, or such portion as it wishes to take. Title to any merchantable pine trees on said property not cut by said date shall revert to Grantor.

2. Grantee shall not be obliged to cut or remove any particular quantity or kinds of merchantable pine trees 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 merchantable pine trees or parts thereof as it does not desire to take.

3. Grantor covenants that he is lawfully seized and possessed of the aforesaid merchantable pine trees and the lands upon which the same are situated; that same is free from all encumbrances and Grantor has a good right to sell and convey the same; that Grantor will, and his heirs and assigns shall, warrant and defend the same to Grantee, its successors and assigns, forever against the lawful claims of all persons.

4. Grantor does further agree to place Grantee and keep Grantee in peaceable possession of said property for the term of this contract for the purpose of its exercising its rights hereunder and does 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. The following special provisions are hereby agreed to by Grantor and deemed accepted by Grantee by Grantee's acceptance of this conveyance:

(a) This conveyance does not include hardwood timbers nor any trees along the boundary line of the subject property, 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 merchantable pine trees pursuant to this conveyance prior to one year from date, then the Grantee shall, upon the request by Grantor, execute a release of its rights under this conveyance.

(c) Title to the merchantable pine trees conveyed herein shall revert to Grantor if any of same is not removed from the subject lands during the term thereof.

(d) Grantor shall not be liable for any claims for damages, death, or injury which may arise from the exercise by Grantee of the rights herein granted or in any way growing out of cutting, logging, or other operations by Grantee hereunder, whether under Workmen's Compensation Act of Alabama or otherwise, and Grantee agrees to and does hereby indemnify, protect, and hold harmless Grantor against any and all claims, demands, suits, judgments, and decrees instituted by any third party arising from the exercise by Grantee or its agents, servants, employees, or contractors of any of the rights herein granted or at any time or in any way growing out of operations hereunder by Grantee, or its agents, servants, employees, or contractors including, but not limited to, any damages which may be caused to adjoining landowners or the property of adjoining landowners by fire, landline trespass, or use of public or private roads. All damages resulting from fires caused or permitted by Grantee or its agents, servants, employees, or contractors shall be the sole responsibility of Grantee and all costs of suppressing such fires shall be borne by Grantee.

(e) Grantee shall remove any and all trees, limbs, or other debris which are cut by Grantee from all creeks and streams running through Grantor's said lands.

(f) Representatives of Grantor will make periodic inspections of cutting and logging operations hereunder during the term of this conveyance, and Grantee agrees, promptly upon demand therefor, to correct any violations hereunder which such inspections may disclose. Grantee will be notified in writing of any violations hereunder and, upon receipt of such notifications, cutting will be stopped until Grantor is satisfied that the violation has been corrected and gives written authorization for resumption of cutting operations. The term of this Indenture shall be extended for a period of time equal to the period of time during which cutting was stopped pursuant to this paragraph.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the date first hereinabove written.


Sherwood J. Stamps

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Sherwood J. Stamps, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 27th day of
September, 1987.

Lance Brash
Notary Public

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

1987 AUG 27 PM 2:32

Thomas A. Henderson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ <u>31.00</u>
2. Mtg. Tax	<u>7.50</u>
3. Recording Fee	<u>1.00</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>39.50</u>