

TIMBER CONTRACT AND SALES AGREEMENT

State Of Alabama
Shelby County

This contract entered into on this the 11/17/88 BY and

between Mrs. Claude Carden and _____

party of the first part, hereinafter referred to as the "SELLERS" and _____

Brent Seeding Co., a ~~corporation~~, party of the second
part hereinafter referred to as BUYER:

Known all men by these presents, that Sellers, for and in consideration

of the sum of \$ 11,500⁰⁰ to them in hand paid by

BUYER, the receipt whereof is hereby acknowledged and in further consideration

of mutual covenants and agreements hereinafter set forth to be kept and performed

by the parties hereto do grant, bargain, sell and convey unto Buyer the

following described property: The E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ section 12 Township 24 R. 15 E
Containing 20 acres more or less. Lies south of paved road on the same side
house is on.

Only pine timber will be cut down to the size of paperwood. With no damage to
hardwood.

All the pine trees inside pasture and outside- up to blue painted line. Except
here at the house next to the paved road. No timber cut outside or inside of
pasture.

If Buyer gets over the blue painted land line and cuts a tree or trees
on some one else's property it will be the buyers responsibility to pay for them.

Payment in lump sum by CASHIERS CHECK.

Buyer will remove all tree tops which fall into woods road as felled. Fix
all pasture fences if damaged when it happens.

It is clearly understood that the Seller shall not be liable to Buyer for any
loss of timber sustained by Buyer caused by fire, storm or other causes.
Nor his machinery on my property.

The paved road you leave to go into woods where the timber is to be cut. It is
clearly understood you fix the place where no cars or anything else can go through
when the job is finished. Make no new roads going to where my timber is.
Go the old road IN and OUT.

Three(3) months to cut timber. ; or in case of Bad weather
an additional 3 months.

First State Bank Bldg Co.
P.O. Box 189

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If you make ruts or cut down in ground you must level them out up to where you leave paved road, going in the woods.

In the event the Buyer fails or refuses to preform the obligations of the Sellers herein any money paid to the Sellers from the Buyers shall be and become the property of the Sellers in liquidation of any damage suffered by the Sellers, by the reason of the failure of the Buyer.

For and in consideration of the rights granted to the Buyer under this contract, Buyer agrees to indemnify protect, save and hold harmless Sellers from and against any and all loss, damage or expense which Sellers may suffer or sustain or be liable for and against any and all claims, demands and suits as a result of injury or death of person and/or damage injury to property in whatever manner the same may be caused or occasioned, which arises out or in anyway connected with the performance of any work under or related to this contract, including but not limited to payments made under and Workmens Compensation Law or under any plan for employee's disability and death benefits and any claims asserted by Buyer's employee's, laborers, or furnishing materials or supplies to the said work covered by this contract.

It is agreed that while engaged in cutting and removing said timber the Buyer and the Agents and Employee's of the Buyer and their agents and employee's shall be especially bound to exercise reasonable diligence to prevent forest fires upon said land within the time limit covered by this instrument which timber is removed. That is is futher agreed that garbage and litter be not left on the ground.

SELLERS: *Mrs. Claude Carden*

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 NOV 29 AM 8:16

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Doc. Tax \$ 11.50
2. Mig. Tax
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL \$ 17.50

BUYERS: *A Corporation*

Brent Seeding Co.

BY:

Gary D. Evans

ITS:

OWNER

WITNESS:

Emilee L. Williams