

45,129.51

STATE OF ALABAMA
COUNTY OF SHELBY

TIMBER DEED

This indenture made this 29th day of December, 1989, between
Felicia A. McLaughlin, an unmarried woman

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

WITNESSETH, that First Party, for and in consideration of the sum of TEN DOLLARS (\$10.00)
AND OTHER GOOD AND VALUABLE CONSIDERATIONS

TEN 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, bar-
gain, sell, convey, and confirm unto Second Party all of the following described property, rights and priv-
ileges:

All of the following described timber and trees, including saplings and tops suitable for pulpwood
purposes, to-wit:

All merchantable pine trees and timber.

The above described timber and trees are standing, growing, or fallen on the ~~following described~~
~~land~~ land described in Exhibit A, attached hereto and made a part hereof, the
same as if herein written.

Address of Grantee is:

Union Camp Corporation
100 Jensen Road
Prattville, AL 36067

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, log-
ging, and sawing the trees and timber and removing therefrom the trees and timber; to stack and pile lum-
ber and logs thereon; and all other logging rights and privileges usually given and not hereinabove men-
tioned.

W. E. H. F.

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The term of this contract shall be twelve(12) 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.

This conveyance is subject to the terms and conditions contained in Exhibit B attached hereto and made a part hereof.

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.

Felicia A. McLaughlin (L. S.)
Felicia A. McLaughlin

____ (L. S.)

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Felicia A. McLaughlin 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of December, 19 89.

[Signature]
Notary Public.

THIS INSTRUMENT WAS PREPARED BY:

LAIRD R. JONES
UNION CAMP CORPORATION
P. O. BOX 328
MONTGOMERY, AL 36105

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EXHIBIT A

Begin at the NE corner of the NE 1/4 of the SE 1/4 of Section 4, Township 21 South, Range 3 West. Thence South 88 deg. 30' West 593 yards to Broadhead Branch, thence in a Northwesterly direction running under said road and along the center of said branch 834 yards to Beaver Dam Creek, thence in a westerly, southerly and southwesterly direction along and up the center of said creek 1,095 yards to a cedar stub and to R. J. Griffin's land line, and on the east side of said Beaver Dam Creek. Thence south 75 deg. east 456 yards to old chestnut stump hole, which is about sixty feet east of said Montevallo and Helena Road. Thence south 76 deg. 30' east 914 feet to corner on east line of the NW 1/4 of SE 1/4 of Section 4, Township 21, Range 3 West. This point being 30 feet north of the southeast corner of said forty acres. Thence south 130 feet said corner, thence east along 40 acre line 147 feet to a point. Thence south 47 deg. 30' east 1,810 feet to the SE corner of the SE 1/4 of SE 1/4 of Section 4, Township 21, Range 3 West. Thence north 2 deg. 30' west along land line 893 yards to the beginning point, being bounded on the south by Woodland Hills Subdivisions.

LESS AND EXCEPT the following described portion thereof:

A parcel of land containing one acre, more or less, located in the SE 1/4 of NW 1/4 of Section 4, Township 21 South, Range 3 West, and more particularly described as follows: Commence at the SE corner of the said 1/4 1/4 Section and run West 128 feet to the point of beginning; thence continue on the same line 174 feet; thence run North 250 feet; thence run East 174 feet; thence run South 250 feet to the point of beginning.

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Luvia A. McLaughlin

EXHIBIT B

TERMS AND CONDITIONS

1. Buyer shall notify Seller as soon as possible of starting date of logging operations.

2. Buyer shall hold Seller harmless from any damages to neighboring property, or injuries to persons, property, livestock and animals, as a result of any cutting, logging or hauling operations on Seller's land.

3. Trees, laps, tops, chunks, limbs and other logging debris shall be removed immediately from fields, pastures, lakes, ponds, gardens, yards, streams and roads.

4. Gasoline, hydraulic fluids, etc. shall not be poured out or spilled on the premises. Should such materials be poured or spilled out, they shall be removed immediately. Lunch bags, bottles, cans and plastic of any description and any other trash shall not be deposited or left on the premises.

5. Functional fences which are gapped must be repaired immediately.

6. Buyer shall use existing roads where possible. Such roads shall be kept passable by an ordinary pickup truck whenever possible. All roading and skidding shall be conducted in such manner as to preserve and protect the remaining timber. Seller shall designate access roads to be used by Buyer. Safety prohibits use of present drives into property.

7. Unless permission is granted by Seller, loading in fields shall be prohibited.

8. Buyer shall use due care to minimize damage to cedar and walnut trees.

9. No roads shall be constructed across open fields. Field roads shall be confined to the edges of the fields and ruts shall be repaired as soon as practicable.

10. Warming fires are permitted, but such fires shall not be left unattended. Should Buyer's operations cause a wildfire, such operations shall cease at once and the manpower and machinery available at such site shall be used to combat the fire until it is controlled, or until other machinery and manpower is available to control the fire.

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Leticia C. McLaughlin

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

89 DEC 29 PM 2:10

Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 15.50
2. Int. Tax	\$
3. Notary Fee	10.00
4.	3.00
5.	
6.	1.00
Total	\$ 59.50