

State of Alabama
County of Shelby

TIMBER DEED



20030117000034050 Pg 1/2 46.00
Shelby Cnty Judge of Probate, AL
01/17/2003 09:37:00 FILED/CERTIFIED

This indenture made this 17th day of January 2003, between Faye Garrett Harrison acting as Power of Attorney for Myrtle Garrett, 4090 Hwy 20, Calera, Alabama 35040, of the State of Alabama, and County of Shelby, hereinafter called First Party, and CULP TIMBER COMPANY, INC., after called Second Party. WITNESSETH, that First Party, for and in consideration of the sum of

\$32,000.00 (Thirty Two Thousand Dollars and No Cents) in hand paid at and before 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 .

The above described timber and trees are standing, growing, or fallen, on the following described land, to wit:

All of the NW 1/4 of NE 1/4, SW 1/4 of NE 1/4, SE 1/4 of NW 1/4 and NE 1/4 of NW 1/4 lying East of County Rd. all lying in Section 9, Township 24 North, Range 13 East. Also that parcel described as SW 1/4 of SW 1/4 Section 4 Township 24 North, Range 13 East, all being in Shelby County, Alabama.

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, agents, and workmen, in, through, over, and upon the said lands; also the privilege of adequate roads and rights of way may be needed and the right to use and improve existing roads upon the lands described hereinand, 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.

The term of this contract shall be until 10/31/2005. 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.

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. Seller will guarantee title to the trees sold under this contract and defend such title against all claims at the expense of the Seller.

All agreement, 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.

20030117000034050 Pg 2/2 46.00
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Faye Garrett Harrison
as Power of Attorney
for Myrtle Garrett.

Faye Garrett Harrison

Social Sec. Number- [REDACTED]