

STATE OF ALABAMA

SHELBY COUNTY

THIS INDENTURE, made and entered into on this 30 day of July, ~~May~~ 1968, by and between KIMBERLY-CLARK CORPORATION, a corporation, party of the first part, and FRANK ELLIS, JR., party of the second part,

WITNESSETH: That

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration including the mutual exchange of lands between the parties consummated this day, to party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part has granted, bargained and sold, and does by these presents grant, bargain, sell and convey unto the party of the second part the following described real property, situated in Shelby County, Alabama, to wit:

E $\frac{1}{2}$  of SE $\frac{1}{4}$ , Section 25, Township 21, Range 1 West,  
NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 36, Township 21, Range 1 West,  
and W $\frac{1}{2}$  of SW $\frac{1}{4}$ , Section 30, Township 21, Range 1 East.

Such land is conveyed subject to that certain Indenture of Mortgage and Deed of Trust, dated as of January 1, 1948, from Coosa River Newsprint Company to the Chase National Bank of the City of New York, as Trustee, recorded in the office of the Judge of Probate of Shelby County, Alabama, in Mortgage Record Book 205, at page 1; subject to the Supplemental Indenture of Mortgage, executed between the same parties and recorded in the same office in Mortgage Record Book 242, at page 101; subject to Third Supplemental Indenture, dated May 31, 1962, executed by Kimberly-Clark Corporation to The Chase Manhattan Bank and First National City Bank, and recorded in the same office in Mortgage Record Book 277, at page 680, and subject to any existing easements for public roads, utilities lines, and ad valorem tax liens for the current tax year.

Party of the first part reserves all merchantable pine and hardwood timber on the above described lands and shall have twelve months from the date hereof to cut and remove such timber. The merchantable timber reserved shall be such pine trees as have a stump level diameter of at least seven inches, and such hardwood trees as have a stump level diameter of at least nine inches. However, no timber shall be cut from an area, two acres in size, which shall be designated by party of the second part. Moreover, party of the first part shall leave five well-spaced pine seed trees per acre, on areas designated jointly by party of the first part and party of the second part, where such trees are needed for regeneration of timber stand. A seed tree is a sound, healthy tree at least ten inches in diameter at stump level.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the party of the second part, his heirs and assigns, forever.

And the party of the first part does hereby covenant with the party of the second part that it is lawfully seized in fee of the said premises, that it has a good right to sell and convey the same; that said premises are free from encumbrances except as stated herein; and that it warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Kimberly-Clark Corporation, a corporation, has caused these presents to be executed by B. C. Wilson and F. Gordon Comer, Jr., Comptroller and Woodlands Manager, respectively, of Coosa River Newsprint Division of Kimberly-Clark Corporation, both duly authorized thereto, on this the day and year first above written.

KIMBERLY-CLARK CORPORATION, a corporation

By

B. C. Wilson  
Comptroller, Coosa River Newsprint  
Division of Kimberly-Clark Corporation;

and

F. Gordon Comer, Jr.  
Woodlands Manager, Coosa River Newsprint  
Division of Kimberly-Clark Corporation

WITNESS:

STATE OF ALABAMA }  
TALLADEGA COUNTY }

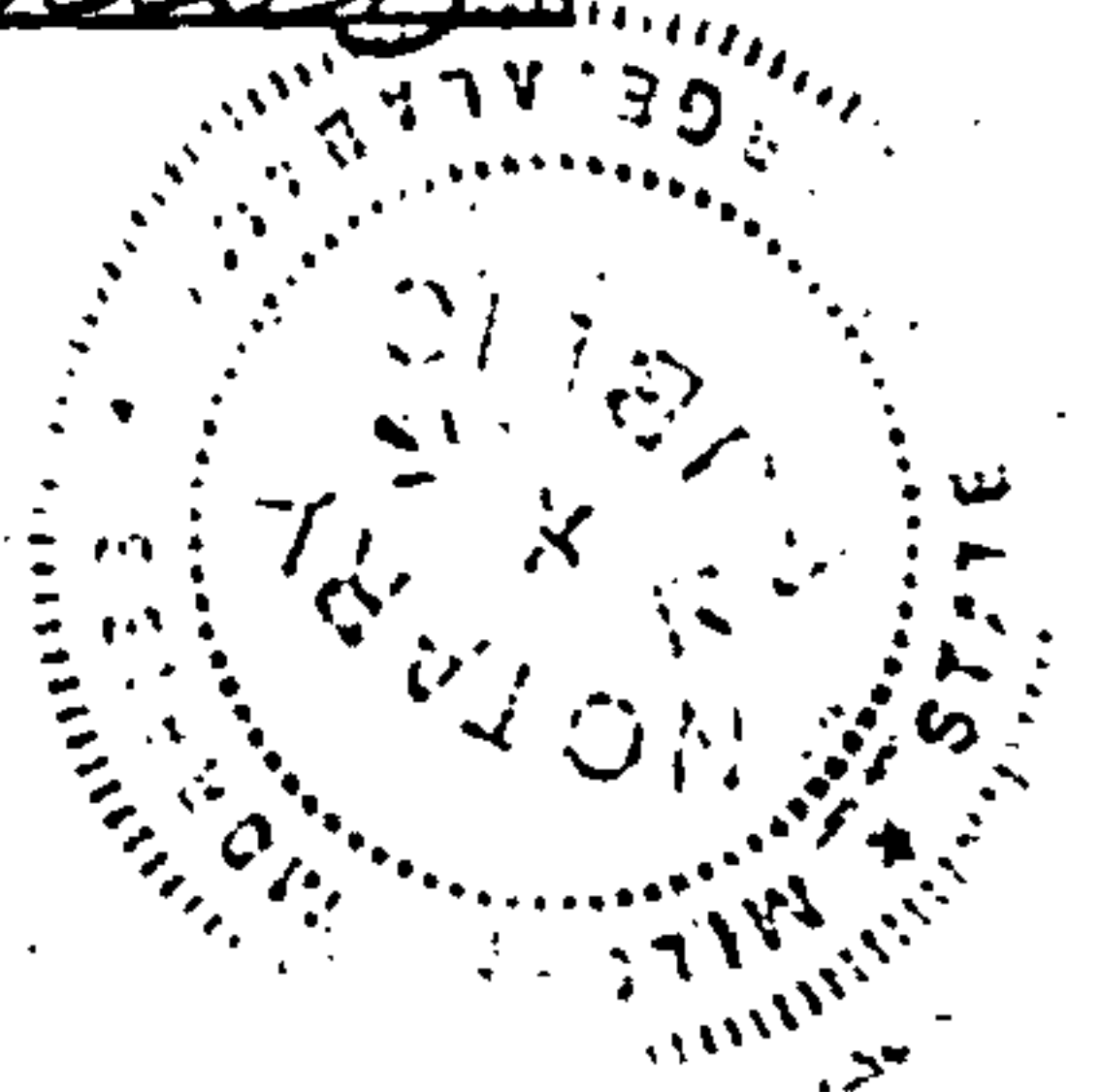
I, the undersigned authority in and for said County, in said State, hereby certify that B. C. Wilson and F. Gordon Comer, Jr., as Comptroller and Woodlands Manager, respectively, of Coosa River Newsprint Division of Kimberly-Clark Corporation, a corporation, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in such capacities, and with full authority, executed the same voluntarily, for and as the act of said corporation.

1968.

Given under my hand and official seal, this the 30 day of July

Theresa M. Morris  
Notary Public

Notary Public, State of Alabama at Large  
My Commission Expires May 17, 1972



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED.  
JUL 30 1968  
U.C.C. FILE NUMBER OR  
BK. & PAGE AS SHOWN ABOVE  
JUDGE OF PROBATE  
Conrad M. Smith