

STATE OF ALABAMA)
SHELBY COUNTY)

7/32
KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of Eight Thousand Seven Hundred and No/100 (\$8,700.00) Dollars to the undersigned grantors, D. A. Baker and Dan A. Baker, Jr., as successor Trustees under the Deed of Trust executed by W. B. Baker, et al, recorded in Vol. 104, page 1, in the Office of the Judge of Probate of Shelby County, Alabama, in hand paid by Kimberly-Clark Corporation, Coosa Pines, Alabama, the receipt whereof is acknowledged, we the said D. A. Baker and Dan A. Baker, Jr. as such Trustees, do grant, bargain, sell and convey unto the said Kimberly-Clark Corporation, all of the pine timber five inches or more, in diameter measured at a point eight inches above the adjacent ground surface, now located on the Northeast Quarter of Section 36, Township 21 South, Range 3 West in Shelby County, Alabama, reserving, however, to the Grantor Trustees, full title to any such timber which is not cut and removed from said premises within one year from the date of this Deed;

This conveyance is made subject to the following terms and conditions:

1. No hardwood shall be cut or damaged except to the extent that such cutting or damage becomes necessary in order to obtain access to and properly cut and remove the pine timber;
2. ~~As soon as the timber cutting is completed the grantee will remove, or burn all trimmings and other debris resulting from cutting of the timber;~~ *DA*
3. During a period of one year from the date hereof the Grantee, Kimberly-Clark Corporation shall have free ingress and egress to and from the above described premises for the purpose of cutting and removing the pine timber ~~and debris~~, with the right to build such roads for access as it may deem necessary or desirable; *DA*



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Shelby Cnty Judge of Probate, AL
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4. Title to all timber which is not cut and removed from the above premises within one year from the date hereof shall revert to the Grantors;
5. The Grantee will pay all severance taxes thereon;
6. During the period covered by this timber deed, the grantee will protect all timber on the premises against fire damage due to the negligence or acts of employees of Kimberly-Clark Corporation or any persons cutting under contract for Kimberly-Clark Corporation

TO HAVE AND TO HOLD, TO THE SAID Kimberly-Clark Corporation, its successors and Assigns.

And we do, for ourselves and our successors and assigns covenant with the said Kimberly-Clark Corporation, its successors and Assigns, that we are lawfully seized in fee simple of said pine timber and premises; that they are free from all encumbrances, and that we as Trustees have a good right to sell and convey the said pine timber as aforesaid; that we will, and our successors and assigns, shall, warrant and defend the same to the said Kimberly-Clark Corporation, its successors and Assigns, against the lawful claims of all persons.

The appointment of the undersigned as successor Trustees was filed for record on May 5, 1964, in the Office of the Judge of Probate of Shelby County, Alabama, and is recorded therein.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as such Trustees, this 7th day of ~~July~~ ^{AUGUST}, 1975.

WITNESSES:

Robert L. Matthey

D. A. Baker (Seal)
As Trustee as Aforesaid

Linda Sullivan

Dan A. Baker Jr (Seal)
As Trustee as Aforesaid

Nancy Davis

STATE OF ALABAMA)
JEFFERSON COUNTY)

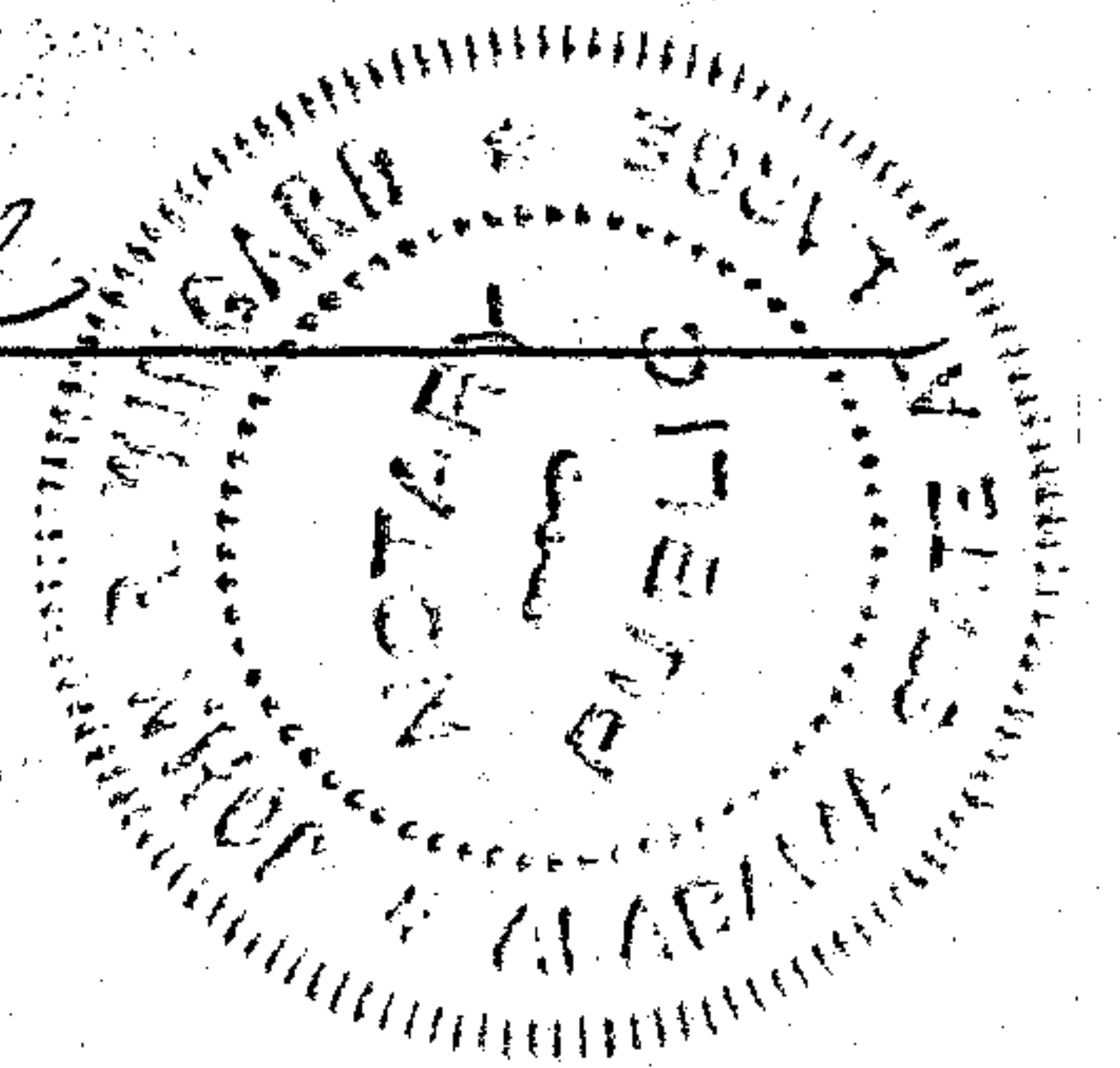
I, John R. Wengard, a Notary Public in and

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for said County, in said State, hereby certify that D. A. Baker and Dan, A. Baker, Jr., whose names as Trustees under the Deed and Trust recorded in Vol. 104, page 1, in the Probate Office of Shelby County, Alabama, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, they in their capacity as such Trustees executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 7th day of ^{AUGUST} ~~July~~, 1975.

John R. Wingard
Notary Public



Prepared by J.W. GILLON
SPAIN, GILLON, RILEY, TATE & ETHEREDGE
John A. Hand Building
Birmingham, Alabama 35203



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1975 AUG 22 PM 3:20
Deed for \$9.00
Carroll M. Brown
JUDGE OF PROBATE