

STATE OF ALABAMA
COUNTY OF JEFFERSON, SHELBY

REAL 280 PAGE 401

KNOW ALL MEN BY THESE PRESENTS, that R. W. Flemming

for and in consideration of the sum of \$10.00 and other valuable consideration to the undersigned grantors, in hand paid by North Alabama Forest Products, Inc., a Corporation, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said, North Alabama Forest Products, Inc., a Corporation, all merchantable pine and hardwood trees except those specified in the letter of special provisions which is a part of this timber deed,

which are deemed capable of economic harvesting and manufacturing by North Alabama Forest Products, Inc., the grantee herein, now standing and growing upon the following described lands to wit: The W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 34, Township 19 South, Range 3 West. The E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 4, Township 20 South, Range 3 West.

The said North Alabama Forest Products, Inc., a Corporation, its successors, agents, servants, contractors, employees and assigns, shall have the right of ingress, egress and regress over, across and along said lands for the purpose of cutting and removing said timber. Also, free right of way over and across said lands for such roads and ditches as the grantee may desire to construct, build or open to be used in connection with cutting or removing said timber. Grantee herein, its employees, contractors, servants, agents, successors, and assigns shall have the unqualified right to use such methods, equipment, machinery, as deemed necessary to log and remove the trees purchased from grantors herein.

Sellers, the grantors herein, realizing that damage to understory and smaller trees not to be cut and removed will occur when the trees to be cut and removed are harvested and sellers, the grantors herein, by these presents do release the grantee, North Alabama Forest Products, Inc., its successors, agents, servants, contractors, employees and assigns from any claim of damage in the event of damage to understory and other trees not to be removed during the time for the removal of the timber sold herein.

It is also agreed that said North Alabama Forest Products, Inc., a Corporation, its successors and assigns, be allowed 6/1/76 - 12/31/76 and for payment of \$2500 be allowed from 4/15/77-11/15/77 which to cut and remove said timber herein conveyed.

TO HAVE AND TO HOLD The same to the said North Alabama Forest Products, Inc. a Corporation, its successors and assigns. And we do for ourselves, and for our heirs, executors and administrators, covenant with the said North Alabama Forest Products, Inc., a Corporation, its successors and assigns, that we are lawfully seized of the property conveyed; that it is free from all encumbrances; that we have a good right to sell convey the said property; that we will our heirs, executors and administrators, shall warrant and defend the same to the said North Alabama Forest Products, Inc., a Corporation, its successors and assigns, against the lawful claims of all persons whomsoever.

Given under our hands and seals, this 10th day of June 1976.

RW Flemming
Grantors Name

(U.S.)

Witness:

John L. Foster

Anne M. Cray

19760714000065410 1/3 \$.00
Shelby Cnty Judge of Probate, AL
07/14/1976 12:00:00AM FILED/CERT

I, the undersigned authority, a Notary Public in and for the state of _____ at large, hereby certify that _____ 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 executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 19__.

THIS PAPER WAS PREPARED BY

NOTARY PUBLIC _____

John C. Betts
P.O. Box 2361

June 1, 1976

This memo is to be considered a part of the separate timber deeds between North Alabama Forest Products, Inc. and R. W. Fleming and between North Alabama Forest Products, Inc. and Mildred Wald and Edna Wald. The undersigned parties agree to these special provisions:

1. Severance tax will be paid by the timber buyer.
2. (a) As used in this Section 2, the term "10 inch tree" means a tree which when the timber deed is executed to North Alabama Forest Products, Inc. at a point four feet above the ground has a diameter of at least 10 inches; the term "grantor" means the grantor or grantors in one of the above mentioned deeds; the term "the corporation" means North Alabama Forest Products, Inc.; the term "the road" means the road running through the land described in the timber deed.

 (b) The grantor shall have the right to mark four 10 inch trees on each acre which the corporation shall not have the right to cut. The grantor shall complete such marking within fifteen days from the date of the timber deed.

 (c) The corporation will leave a row of 10 inch trees on one side of the road or the other. Said row may be partly on one side of the road and partly on the other side of the road. In said row there shall be at least one 10 inch tree every 60 feet.

 (d) The grantor shall have the right to mark 35 large trees on the land described in the timber deed which the corporation shall not have the right to cut. The grantor shall complete such marking within 15 days from the date of the timber deed.



19760714000065410 2/3 \$.00
 Shelby Cnty Judge of Probate, AL
 07/14/1976 12:00:00AM FILED/CERT

280 PAGE 701

INDEX

19760714000065410 3/3 \$.00
Shelby Cnty Judge of Probate, AL
07/14/1976 12:00:00AM FILED/CERT

REAL 280 PAGE 403

3. No trees will be cut around houses or barns within a 50 foot radius.
4. Trees to which fences are nailed will be cut above the level of the wire.
5. No tree tops are to be left in the fields or in the main road.
6. Access to the property will be by main road that enters the property at the north end.

Accepted:

NORTH ALABAMA FOREST PRODUCTS, INC.

By

Jon C. Betts
Jon C. Betts

R. W. Flemming
R. W. Flemming

Edna J. Wald
Edna J. Wald

Mildred L. Wald
Mildred L. Wald

By

Edna J. Wald
Edna J. Wald, Mildred L. Wald's Agent

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 JUL 14 PM 3:48
JUDGE OF PROBATE

STATE OF ALA. JEFFERSON CO.
BESSEMER DIV. I CERTIFY THIS
INSTRUMENT WAS FILED
REAL 280 PAGE 401
JUN 23 11 31 AM '76
RECORDED & \$1.00 MTO TAX
& \$1.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT
JUDGE OF PROBATE

RETIRED

BOOK 299 PAGE 132