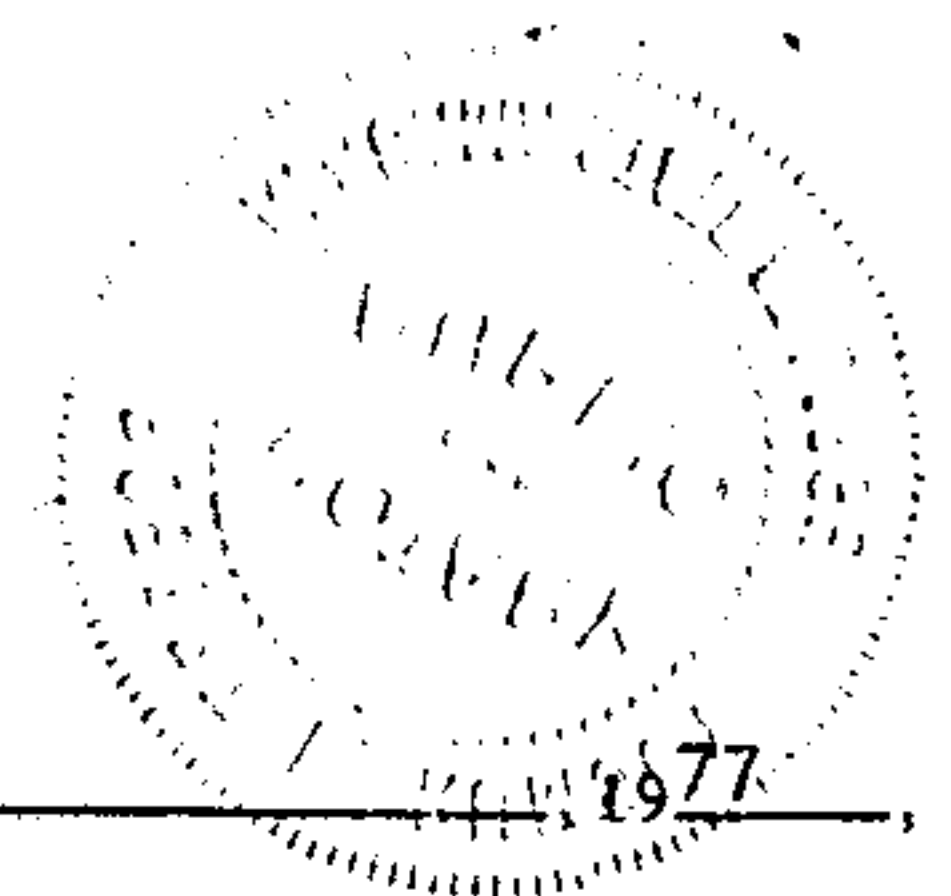


TIMBER DEED

8524

STATE OF ALABAMA

COUNTY OF SHELBY



THIS INDENTURE, made and entered into on this the 7th day of May, 1977,

by and between Johnny E. Higgins and wife, Betty R. Higgins

hereinafter referred to as Grantor(s), and GEORGIA-PACIFIC CORPORATION, a Georgia Corporation authorized to do business in the State of Alabama, hereinafter referred to as Grantee,.

WITNESSETH: That for and in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 (\$8,500.00) Dollars to Grantors in hand paid by Grantee, the receipt of which is acknowledged, Grantors do hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all timber described as follows:

all timber

located upon the following described property, lying and being in Shelby County, Alabama, to-wit:

The Northeast quarter of the Northwest quarter of Section 9, Township 24 North, Range 15 East, EXCEPT trace in Southeast corner sold to Lela Porter in Deed Book 158, Page 390, described as follows:

A lot situated in the Southeast corner of the Northeast quarter of the Northwest quarter of Section 9, Township 24, Range 15 East, particularly described as follows:

Begin with the Southeast corner of said forty and go in a westerly direction on the south line of said forty, 224 feet to the East margin of the county road; thence in a northerly direction along the East margin of said road 300 feet; thence in an easterly direction 171 feet to the East line of said forty; thence in a southerly direction along said East line 300 feet to the point of beginning. Also EXCEPT tract in Northeast corner described as follows:

Commence at the Northeast corner of said forty and run west along the forty line to the eastern right-of-way line of a public road leading from a paved road at what is known as the Abbott's Shop; thence along the eastern right-of-way line of said road 105 yards; thence east and parallel with the north line of said forty to the East line of said forty; thence north along the east line of said forty to the Northeast corner of said forty and the point of beginning of said EXCEPTION.

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Shelby Cnty Judge of Probate, AL
05/11/1977 12:00:00AM FILED/CERT

being property described in Grantors' deed recorded in Book 215 Page 521, office of the Judge of Probate of Shelby County, Alabama.

(CONTINUED ON REVERSE SIDE)

THIS INSTRUMENT WAS PREPARED BY

ROBERT RUMSEY
Attorney at Law

P. O. BOX 227
SYLACAUGA, AL 35150

BOOK 305 PAGE 319

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple, together with the full and free right of ingress over all of said lands above described and, if necessary, over the adjoining lands of Grantors, with all necessary easements for logging roads and other easements necessary or convenient to the cutting and removing of said timber and wood, including the right to move and operate upon said lands skidders, tractors or trucks and other machinery and equipment necessary or convenient for cutting and removing the timber and trees herein conveyed.

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

1. Grantee shall have until April, 19 78, to cut the above mentioned timber, or such portion as it wishes to take. Title to any timber on said property not cut by said date shall revert to Grantors, but said termination may be extended by Grantee for a maximum of _____ additional (months, years) upon payment to Grantors of an additional sum of \$ _____ on or before termination date, or a proportional amount of above sum for a shorter period. Grantee shall have one month after termination date to remove its machinery, equipment and other property, including all timber which was cut prior to the termination date.
2. Grantee shall not be obliged to cut or remove any particular quantity or kinds of timber or to carry on its operations at any particular time or times within the terms hereof, or in any particular manner. Grantee may leave on the property such of the timber or parts thereof as it does not desire to take.
3. Grantors covenant that they are lawfully seized and possessed of the aforesaid timber and the lands upon which the same are situated; that same is free from all encumbrances and Grantors have a good right to sell and convey the same; that Grantors will, and their heirs and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.
4. Grantors do further agree to place Grantee and keep Grantee in peaceable possession of said property for the term on this contract for the purpose of its exercising its rights hereunder and do hereby agree to protect, indemnify and hold harmless the Grantee from any attempt by anyone to prevent Grantee from the exercise of its rights hereunder and from any claims which may be asserted or sustained against Grantee growing out of Grantee's exercise of its rights hereunder.
5. Special Provisions.

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

1977 MAY 11 AM 10:11

Thomas A. Snowden, Jr. Rec.	Deed Tax	8.50
JUDGE OF PROBATE		3.00
	Index	1.00
		<u>12.50</u>

19770511000045130 2/2 \$.00
Shelby Cnty Judge of Probate, AL
05/11/1977 12:00:00AM FILED/CERT

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals on the day and date first above written.

Johnny E. Higgins (L.S.)
JOHNNY E. HIGGINS

Betty R. Higgins (L.S.)
BETTY R. HIGGINS

STATE OF ALABAMA)

COUNTY OF TALLADEGA)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that _____

Johnny E. Higgins and wife, Betty R. Higgins

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 and official seal this 7th day of May, 1977.

Robert A. Anderson
Notary Public