

TIMBER DEED

STATE OF ALABAMA

COUNTY OF SHELBY

5228

THIS INDENTURE, made and entered into on this the _____ day of October, 1977,

by and between Frank C. Ellis, Jr. and wife, Diane B. Ellis

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 \$25,000.00 (\$7,250.00 in hand paid and the payment of \$17,750.00 which is to be due and payable on the 10th day of January, 1978, ~~Do hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all timber described as follows:~~ Grantors do hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all timber described as follows:

all merchantible pine timber

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

The Southeast quarter of the Southeast quarter (SE 1/4 of SE 1/4) South of the Jointer Town Paved Road, Shelby County Road #34, in Section 8; and the Northeast quarter of the Northeast quarter (NE 1/4 of NE 1/4) of Section 17, all in Township 21, Range 1 West, Shelby County, Alabama.

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19771212000132670 1/2 \$.00
Shelby Cnty Judge of Probate, AL
12/12/1977 12:00:00AM FILED/CERT

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

(CONTINUED ON REVERSE SIDE)

LAW OFFICE OF
ROBERT L. RUMSEY
109 NORTH MAIN AVENUE
SYLACAUGA, ALABAMA 35150

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple, together with the full and free right of ingress and egress 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 NOV. 1, 1978, 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.

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STATE OF ALA. SHELBY CO.
DEED TAX 2500
REC - 300
100
2900
JUDGE OF PROBATE

19771212000132670 2/2 \$.00
Shelby Cnty Judge of Probate, AL
12/12/1977 12:00:00AM FILED/CERT

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

Frank C. Ellis, Jr. (L.S.)
FRANK C. ELLIS, JR.

Diane B. Ellis (L.S.)
DIANE B. ELLIS

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

Frank C. Ellis, Jr. and wife, Diane B. Ellis

whose name 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 _____ day of October, 19 77.

Nancy K. Farmer
Notary Public