

TIMBER DEED

5603

STATE OF ALABAMA

COUNTY OF Shelby

THIS INDENTURE, made and entered into on this the 8th day of December, 1977

by and between Otis C. Williams and wife, Eleanor A. Williams

_____ 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 Fifty-two thousand sixty-two and no/100

2,062.00) Dollars payable as indicated herein

~~XXXXX~~ 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 merchantable timber, pine and hardwood

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

PARCEL A:

The E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 18, Township 21, Range 1 West, except two acres situated in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 18, more particularly described as follows: Begin at NE corner of said SW $\frac{1}{4}$ and go thence in a Southerly direction along the East line of said Quarter Section 140 yards; thence in a Westernly direction perpendicular to said East line, 70 yards; thence in a Northerly direction and parallel with said East line 140 yards to the North line of said Quarter Section, 70 yards to the point of beginning. Said 2 acres is the same as that described in deed from John F. Atchison to P. B. Davis and wife which deed appears of record in Deed Book 89, page 405 in the Probate Office of Shelby County, Alabama; situated in Shelby County, Alabama.

PARCEL B:

Begin at NE corner of SW $\frac{1}{4}$ of Section 5, Township 22, Range 3, Shelby County, Alabama, which point is on the Old Dogwood and Aldrich Road; run thence in a Westerly direction along the South side of the Old Tuscaloosa Road as the same ran on June 27, 1923, 440 yards to McHenry Creek; run thence in a Southerly direction along said creek 440 yards, more or less, to its intersection with said Old Dogwood and Aldrich Road (as the same ran on June 27, 1923) run thence in a Northerly direction along said Old Dogwood and Aldrich Road to the point of beginning; containing 44 acres, more or less, less and except 4 acres heretofore conveyed to Little Gem Coal Company, being a portion of the real property conveyed by Bird Bearden and wife, Nannie Bearden, to Jerry Williams and wife by deed dated June 27, 1923 and recorded in Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 74, page 53; situated in Shelby County, Alabama.



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being property described in Grantors' deed recorded in Book 171 Page 11 and/Book 146, page 447,
of Shelby County, Alabama.

(CONTINUED ON REVERSE SIDE)

WALLACE, ELLIS, HEAD & FOWLER

Attorneys at Law

P. O. Box 537

Columbiana, Ala. 35051

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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 December 15, 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 not applicable additional (months, years) upon payment to Grantors of an additional sum of \$ not applicable 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.

The total consideration for this transaction is payable cash on closing in the amount of Fifteen thousand ninety-eight and no/100 (\$15,098.00) Dollars and there shall be due and payable from grantee to grantors the additional sum of Fifteen thousand ninety-eight and no/100 (\$15,098.00) Dollars on January 15, 1978, and, in addition thereto, an additional payment of Twenty-one thousand eight hundred sixty-six and no/100 (\$21,866.00) Dollars due in January of 1979. None of said installments shall draw interest except the installment due in January of 1979 and that installment shall draw interest from date hereof at the rate of six percent until paid.

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DEC 20 PM 2:45
Accepted 5250
Ac. 300
100
5650
JUDGE OF PROBATE

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

Otis C. Williams (L.S.)
Otis C. Williams
Eleanor A. Williams (L.S.)
Eleanor A. Williams

STATE OF Alabama,)
COUNTY OF Montgomery,)

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

Otis C. Williams and wife, Eleanor A. Williams

whose name S 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 9 day of December, 19 77.

Minnie Manley
Notary Public

My Commission Expires 2-81