

STATE OF ALABAMA

19781208000163860 1/4 \$.00
Shelby Cnty Judge of Probate, AL
12/08/1978 12:00:00AM FILED/CERT

Prepared by:

JAMES R. DAVIS

42 OFFICE PARK CIRCLE
BIRMINGHAM, AL 35223

JEFFERSON COUNTY

342
TIMBER DEED

THIS INDENTURE made and entered into on this the
30th day of November, 1978, by and
between BESSEMER COAL, IRON AND LAND COMPANY, a Delaware
Corporation, parties of the First Part, and GULF STATES PAPER
CORPORATION, INC., Party of the Second Part, witnesseth:

That for and in consideration of the sum of *****THREE
HUNDRED TWENTY SIX THOUSAND and no/100 DOLLARS
(\$326,000.00)***** Dollars cash in hand paid to the
undersigned Parties of the First Part by said Party of the Second
Part, the receipt of which is hereby acknowledged, the Vsaid
Parties of the First Part do hereby grant, bargain, sell and
convey unto the said Party of the Second Part, the following
described property, to-wit:

All merchantable timber now standing, growing, being or
lying upon the following described lands, which are located
in Shelby County, Alabama, to-wit:

That certain real property which is more
particularly described on Exhibit "A"
which is attached hereto and made a part
hereof and incorporated herein by
reference. It is the intention of the
Party of the First Part that subject
property shall include all lands in said
County of Shelby, Alabama
with respect to which said Party of the
First Part has merchantable title
sufficient to convey the interest herein
conveyed, but no warranty of title is
included as to any lands not specifically
described in said Exhibit "A". Further,
it is the intention of the Party of the
First Part that the Party of the Second
Part shall have Five (5) calendar years
from the date of execution of this
conveyance within which to cut the timber
herein conveyed, and no more. Further,
this conveyance is conditioned upon the
Party of the Second Part's executing or
causing to be executed releases from the
operation and effect of this conveyance
according to the terms and conditions of
release in that certain letter of
agreement signed by the parties and dated
the 29th day of November, 1978.

Also for the consideration above named said Parties of the First
Part do hereby grant, bargain, sell and convey unto said Party of
the Second Part the non-exclusive right to go over and under said
lands and any other lands we own and any and all parts thereof at
any and all times, and the right to cut, build, operate and
maintain all necessary or convenient wagon roads, tram roads,
spur tracks, railroads and other roads and dump grounds thereon
free of any cost or damage whatever, for the convenient removal
of said timber or other property over or across said lands, and
also for the convenient removal over and across said lands of any
other timber or property now owned or hereafter acquired by said

Gulf States Paper Corp.
O.O. Box 3199

Enclosure. AL. 35101

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Party of the Second Part, successors or assigns, together with the use of necessary or convenient small timber, earth and rock in the construction, operation and maintenance of such rights of way. Also the right to locate, build, operate and maintain saw mills, planing mills, log and lumber yards, houses and such other buildings and other structures on said lands as may be convenient or necessary for the manufacture of the timber from said lands or from other lands now owned or which Second Party has the timber interest, or which lands or timber interest Second Party may hereafter acquire, together with the right to the free and unobstructed use of all streams and waters flowing through said lands. The right is hereby granted Second Party to tear down, move and carry away at any time Second Party may desire all the buildings, rails, machinery, or other improvements of property which may be placed, erected or constructed on said lands by Second Party, Successor, heirs or assigns. It is understood between the parties hereto, however, that all such rights in the nature of easements, profits a prendre and licenses coupled with an interest are non-exclusive in character, and that nothing in this conveyance shall prohibit the Party of the First Part from making any use of the subject property not inconsistent with this timber deed, including but not limited to deep mining for coal and other minerals, prospecting for, severing and taking oil and gas, and the taking and harvesting of fructus naturae and fructus industriae not herein expressly conveyed.

TO HAVE AND TO HOLD the above mentioned property and rights unto said Second Party, heirs, successors and assigns, for a period of ~~ten~~ ^{five(5)} years from the date of this instrument. *am*

The parties of the First Part do for themselves, their heirs, executors and administrators covenant with said Party of the Second Party, their heirs, successors and assigns, that they are lawfully seized in fee simple of said premises, and that the same are free from all encumbrance, and that they have a good and sufficient right to sell and convey the same, that they will, and their heirs, executors and administrators shall warrant and defend the same unto the Second Party, their heirs, successors and assigns forever against the lawful claims of any and all persons.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on the day and date first written.

BESSEMER COAL, IRON AND LAND COMPANY
A Delaware corporation

BY: *A. M. Harper*
A. M. HARPER, CHAIRMAN OF THE BOARD

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STATE OF ALABAMA
COUNTY OF *Inscalosa*

I, the undersigned authority, a Notary Public in and for said State, hereby certify that A. M. Harper, whose name as Chairman of the Board of Bessemer Coal, Iron and Land Company, a Delaware corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 30th day of November, 19 78.

Elizabeth Cadenhead
Notary Public

Elizabeth Cadenhead
Notary Public
State At Large Alabama
My Commission Expires
July 20, 1980

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1978 DEC 18 PM 12:50

Thomas A. Swann, Jr.
JUDGE OF PROBATE

Rec 6.00
Index 1.00
Paid 326.00

am-74

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 4, Township 22, Range 4 West.

SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 9, Township 22, Range 4 West.

NE $\frac{1}{4}$; E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 13, Township 21, Range 5 West.

W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 13, Township 21, Range 5 West.

E $\frac{1}{2}$ of SE $\frac{1}{4}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 13, Township 21, Range 5 West.

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 23, Township 21, Range 5 West.

S $\frac{1}{2}$ of NE $\frac{1}{4}$; E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 24, Township 21, Range 5 West.

SW $\frac{1}{4}$ of NW $\frac{1}{4}$; S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 24, Township 21, Range 5 West.

NW $\frac{1}{4}$ of SE $\frac{1}{4}$; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 24, Township 21, Range 5 West.

W $\frac{1}{2}$ of NW $\frac{1}{4}$; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 25, Township 21, Range 5 West.
Mineral and mining rights excepted.

NE $\frac{1}{4}$ of SW $\frac{1}{4}$, and E $\frac{1}{2}$ of SE $\frac{1}{4}$, Section 25, Township 21 South, Range 5 West.

E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 26, Township 21, Range 5 West.

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35, Township 21, Range 5 West.

N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 24, Township 21, Range 5 West.

W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 25, Township 21, Range 5 West.

SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 25, Township 21, Range 5 West.

E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 26, Township 21, Range 5 West.

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35, Township 21, Range 5 West.

NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 36, Township 21, Range 5 West.

STATE OF ALA. SHELBY CO.

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SUBJECT TO THE FOLLOWING:

~~1. Taxes due in the year 1979 which are a lien but not due and payable until October 1st, 1979.~~

2. Pipeline right of way, right to construct, maintain and etc. recorded in Volume 222, page 522 in the Probate Office of Shelby County, Alabama.

3. Title is defeasible as to all timber not cut and removed from the premises at end of period in subject timber deed.

~~4. Subject to terms and conditions of the insured timber deed.~~

5. Rights of owner of surface of land.

6. No warranty is afforded as to any timber severed from the land, except loss as to such timber is ~~insured~~ as to any defect in title existing or occurring prior to said severance. **WARRANTED**

7. Any rights to disturb the surface granted in any outstanding mineral and mining rights.

8. This conveyance is also subject to requirements to give notice and other rights created or arising out of the existing mineral and mining leases between Bessemer Coal, Iron and Land Company and Burgess Mining and Construction Company, Stanley, and Mitchell-Neely copies of which leases have been previously furnished Gulf States Paper Company.

9. Title to SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 13, Township 20, Range 4 West is subject to a contract of sale to third parties and is specifically excluded from this conveyance.