TIMBER DEED

STATE OF ALABAMA )
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Thirty-seven Thousand Four Hundred Fifty-seven and no/100 (\$37,457.00)

Dollars, to the undersigned grantors, DAVIS THOMPSON and wife,

Wynelle D. Thompson

, in hand paid by Kimberly-Clark Corporation, the receipt whereof is hereby acknowledged, we, the said Davis

Thompson and wife, Wynelle D. Thompson

, do hereby grant,

bargain, sell and convey unto the said Kimberly-Clark Corporation,

all pine saw timber and pulpwood from the following described property:

Commence at the Southeast corner of the McGraw lot and running West 20 degrees and 30 minutes South 22 3/4 chains; thence North 3 degrees West 8 3/4 chains; thence North 70 degrees East 2 chains and 66 links; thence East 19 degrees North 9 chains; thence East 17 degrees North 8.5 chains; thence North 15 degrees 5 chains and 28 links; thence along the right-ofway of C of Ga R-way 2.5 chains; thence West 2.5 chains; thence South 28 degrees 29 minutes and 32 links; thence South 22 degrees East 5 chains and 34 links to starting point. ALSO: The S½ of the SE½ East of Ga RR and South of Spring Creek, less 5 acres. ALSO: Lot 96 Horsleys Map of Vincent in the SE表 of the SE表. ALSO: Lot in the SE% of the SE%: Begin at the SE corner of said lot; Northwest along the RR 100 yards; Southwest 50 yards; Southeast 100 yards; Northeast to beginning. All of the above described property situated in the SE% of Section 10, Township 19, Range 2 East. ALSO: All that part of the following described land lying East of Shelby County Highway #81 described as follows: Commencing at the Southwest corner of the SW% of the SE%, Section 10, Township 19 South, Range 2 East, thence East along the South boundary of said forty 42 feet to a point; thence North 11 feet to the point of beginning of the lard herein conveyed. From said point of beginning thence North O degrees 47 minutes West 855 feet; thence North 7 degrees O minutes West 338.94 feet; thence North 9 degrees West 340.06 feet to the center of Spring Creek; thence along said creek with its meanderings 5 lines as follows: North 69 degrees East 783.67 feet; North 44 degrees 42 minutes East 277.92 feet; North 46 degrees East 113 feet; North 89 degrees East 147 feet; South 87 degrees 13 minutes East 297.82 feet to the Western right-of-way line of Central of Georgia Railroad; thence along the West right-of-way of said railroad South 34 degrees 41 minutes East 1073.12 feet; thence South 2 degrees 37 minutes West 216.48 feet; thence South 81 degrees West 561 feet; thence South 74 degrees West 594. feet; thence South 73 degrees West 175.56 feet; thence South 566.50 feet to the North right-of-way of County Road; thence West along the right-of-way line of said Road 632 feet to point of beginning, and containing 56.37 acres, more or less. Situated in Shelby County, Alabama.

Hanning Carried

together with full and free right of ingress and egress to and from said land at any and all times until the expiration period on October 31, 1980, for the purpose of cutting and removing said timber, but after said time, grantee shall have no further rights or itnerest in said land or timber and at the expiration of said time, said land and all uncut timber shall revert to the grantor herein.

It is understood and agreed that no line trees shall be cut, that, no hardwood or walnut trees be cut; that fences will be left in as good condition, wear and tear excepted, as they were in at the beginning of the cutting operation; that the landowner assumes no liability as to the railroad or cutting operations. "Buyer hereby covenants and agrees to indemnify, protect and save harmless the Seller from any and all claims, liability, damages, loss or expense, which is claimed to be owned by Seller to any third party, and to which the Seller may be subjected, by reason of or arising out of the exercise by Buyer of any of the rights herein granted." Also, there shall be no cutting in pastures from November through February.

The grantee is hereby given the right to use existing private roads and has the right to build such temporary roads and other devices as may be necessary or useful to the grantee for the purpose of cutting and removing the timber, however, all roads are to be left in as good condition as at the beginning of this contract.

And we do for ourselves and for our heirs, executors and assigns, that we are lawfully seized of said premises in fee simple; that it is free from all encumbrances and we have a good right to sell and convey said timber as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Kimberly-Clark Corporation, its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3 day of April , 1979.



Davis Thomp'son

Wynelle D. Thompson

STATE OF ALABAMA

COUNTY OF SHELBY

Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Davis Thompson and wife, Wynelle D. Thompson , whose names are signed to the foregoing conveyance and who is known to, 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.

Notary Publi

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> 19790409000042970 3/3 \$.00 Shelby Cnty Judge of Probate, AL 04/09/1979 12:00:00AM FILED/CERT