

TIMBER DEED

STATE OF ALABAMA

COUNTY OF SHELBY

9.79



19790723000092690 1/2 \$.00
Shelby Cnty Judge of Probate, AL
07/23/1979 12:00:00AM FILED/CERT

THIS INDENTURE, made and entered into on this the 23 day of July, 1979,
by and between Ralph W. McEwen and wife, Peggy McEwen

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

WITNESSETH: That for and in consideration of the sum of TWENTY-EIGHT THOUSAND & NO/100
(\$28,000.00) 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 pine timber 12 inches in diameter, or more, measured at breast height (4½ feet),
and larger,

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

All that part of the NW¼ lying South and East of the Columbiana-Chelsea
Road, LESS the South 420 feet thereof; and LESS and EXCEPT approximately
four acres, more or less, lying North of the small creek crossing said
property, and LESS AND EXCEPT that part thereof owned by Lester's Chapel
Church, including the church building and parsonage.

All the above being in Section 14, Township 20 South, Range 1 West,
Shelby County, Alabama.

Anything contained to the contrary herein notwithstanding, the following
special provisions and conditions are part and parcel of this contract:

1. Prior to the cutting of any timber, it is understood that grantee shall
adequately mark each and every tree which it intends to cut under this contract
and to allow grantors thereafter and prior to cutting adequate time to inspect
the same.
2. Grantee agrees that it will keep all tops out of the pasture and cleared
portions of said land and off of any fence or fencing, repairing the damage
done to any fencing, if any, in the course of cutting said timber.
3. Grantee shall have the right to cross the pasture and fields of grantors
at only one point, that being along the South fence line of the pasture
adjacent to said fence or as close thereto as can be done.
4. Grantee agrees that it shall be responsible for paying to grantors reasonable
damages which might be done by grantee, its agents, servants or employees or
subcontractors in the process of cutting said timber, to any timber or trees not
sold by the terms of this contract.

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

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 30, 1979, 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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Del. July 4 23.00
 JUL 23 11:00
Fee 3.00
Ind 1.00
432.00

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

Ralph W. McEwen (L.S.)
 (Ralph W. McEwen)

Peggy McEwen (L.S.)
 (Peggy McEwen)

STATE OF ALABAMA,)
 COUNTY OF SHELBY,)

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

Ralph W. McEwen and wife, Peggy McEwen

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 23 day of July, 1979.

Verity Combs
 Notary Public