This instrument was prepared by: Harrison, Conwill & Harrison P.O. Box 557

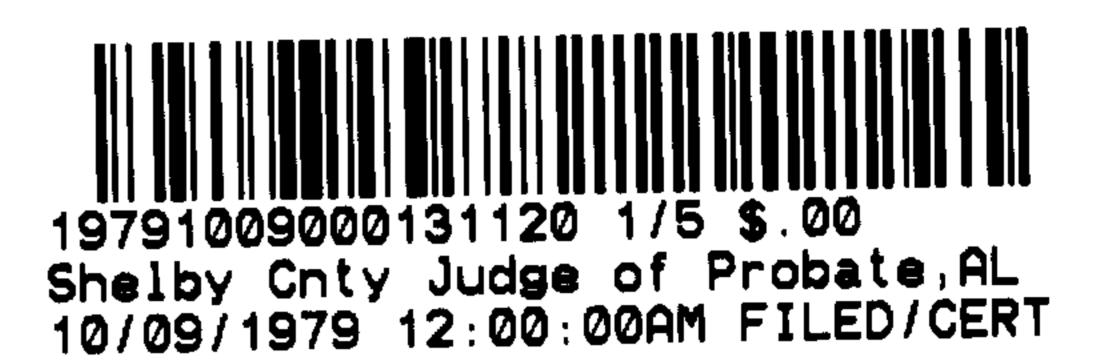
Columbiana, Alabama 35051

397

TIMBER DEED

STATE OF ALABAMA)

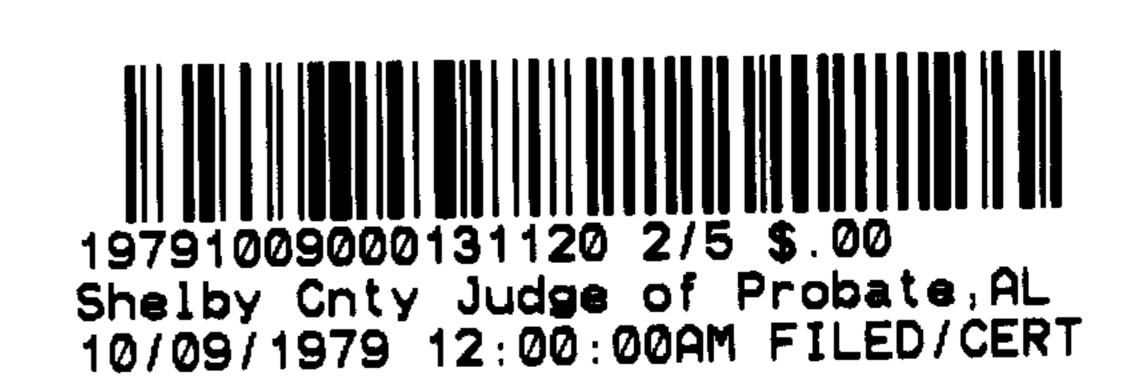
COUNTY OF SHELBY



KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Fourteen Thousand and no/100 Dollars (\$14,000.00) and other good and valuable consideration hereinafter set out, to the undersigned grantors, BERT N. ADAMS and wife, DIANE BETTS ADAMS, WILLIAM W. ADAMS, JR., and wife, ELEANER RUTH ADAMS, individually, and BERT N. ADAMS and WILLIAM W. ADAMS, JR. and COMMERCIAL BANK OF LIBERTY, MISSOURI, N.A., as Co-Trustees under trust agreement dated August 19, 1977, in hand paid by KIMBERLY-CLARK CORPORATION, the receipt whereof is hereby acknowledged, we, the said Bert N. Adams and wife, Diane Betts Adams, William W. Adams, Jr. and wife, Eleaner Ruth Adams; and Bert N. Adams, William W. Adams, Jr. and Commercial Bank of Liberty, Missouri, N.A., as Co-Trustees under trust agreement dated August 19, 1977, do hereby grant, bargain, sell and convey unto the said Kimberly-Clark Corporation all pine sawtimber and pine pulpwood down to an 8-inch stump for pine and to a 14-inch stump for hardwood, now standing and growing upon the following described lands, situated in Shelby County, Alabama, to-wit:

> Section 23, Township 19, Range 1 West; The NW% of NW% of Section 24, Township 19, Range 1 West, EXCEPT THE E½ of SE½ of NE½ of Section 23, Township 19, Range 1 West. ALSO EXCEPT a parcel of land situated in a portion of the NE% of the NE% of Section 23, Township 19 South, Range 1 West, being more particularly described as follows: From the Northeast corner of Section 23, Township 19 South, Range 1 West, run Westerly along the North line of said Section 23, 749 feet to a 5/8 inch iron pin, the point of beginning of the herein described tract; thence continuing Westerly along the North line of said Section 23, 550.0 feet to a 5/8 inch iron pin, the Northwest corner of said parcel; thence in a Southerly direction deflecting 90 degrees 0 minutes left 200.0 feet to a 5/8 inch iron pin, the Southwest corner of said parcel; thence in an Easterly direction deflecting 90 degrees 0 minutes left 550.0 feet to a 5/8 inch iron pin, the Southeast corner of said parcel; thence in a Northerly direction deflecting 90 degrees 0 minutes

300

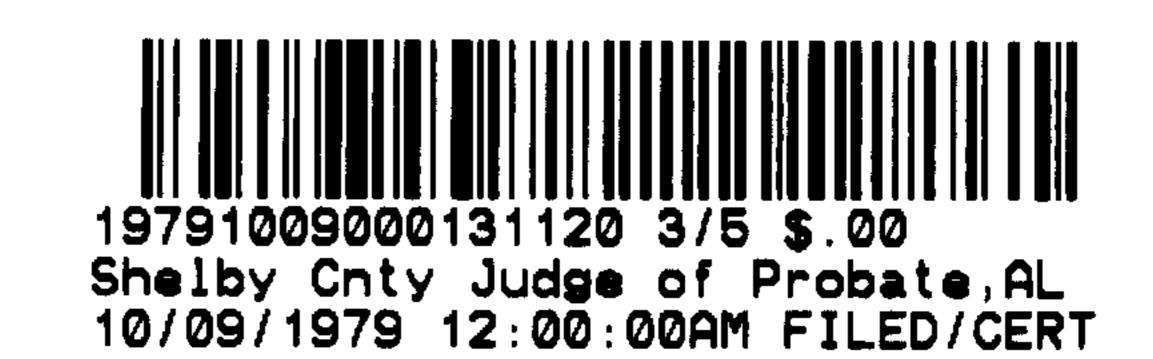


left 200.0 feet to the point of beginning containing 2.53 acres, and being a parcel of land entirely above the 592 foot elevation and a minimum of 100 feet from the 587 elevation contour, as established for this survey and shown on the map.

together with the right of ingress, egress and regress for said grantee, its agents, servants, contractors, employees, heirs and assigns, over, across and along said lands, and any other lands owned by the grantors for the purpose of cutting, removing and manufacturing said sawtimber and pulpwood and the right to install on said lands machinery, equipment and structures that may be useful, necessary or convenient in the business of logging, sawing and removing said sawtimber and pulpwood together with the right to remove the same within eighteen (18) months from date hereof. Grantee shall cut only those trees conveyed by this contract for cutting. He shall cut and remove the timber in a good and work-manlike manner so as to avoid any unnecessary or needless damage to the residual trees. Upon failure to cut only the conveyed timber, or to needlessly or wrongfully and unnecessarily damage the residual trees, compatible with the commercial timber operation, the grantee shall be obliged to pay twice the agreed upon stumpage value as liquidated damages.

A sixty (60) foot right-of-way for ingress and egress to subject property is provided to grantee by deed recorded in Deed Book 311, Page 18, in the Probate Office of Shelby County, Alabama. The said Kimberly-Clark has the right to construct a road along this sixty (60) foot right-of-way.

Upon execution of this Timber Deed an advance payment of \$14,000.00 has been made for such sawtimber and pulpwood. The \$14,000.00 advance shall be exhausted by crediting against such sum pine sawtimber at a rate of \$100.00 per thousand board feet and pine pulpwood at \$9.00 per cord and hardwood sawtimber at \$25.00 per thousand board feet. Once sawtimber and pulpwood having a value of \$14,000.00 of such sawtimber and pulpwood has been cut at such prices, grantee shall continue to cut such sawtimber and pulpwood at the same compensation rates. Such additional compensation shall be remitted by grantee to grantors by cord and thousand board feet of sawtimber



as cut. In the event the sawtimber and pulpwood has a value of less than \$25,000.00, then grantee agrees to pay the difference between the actual value of timber and pulp removed and \$25,000.00 to the grantors.

Grantee shall have the right to enter upon, cut, manufacture and remove said pine sawtimber and pine pulpwood therefrom, including rights-of-way, etc., in the usual and customary manner.

All pine sawtimber and pine pulpwood herein conveyed which is not cut and removed at the expiration of said period shall immediately revert to grantors.

TO HAVE AND TO HOLD the same to the said Kimberly-Clark Corporation, a corporation, its successors and assigns, as aforesaid.

And we do for ourselves and our heirs, executors, and administrators, covenant with the said grantee, its successors and assigns that we are lawfully seized in fee simple of the property herein conveyed; that it is free from all encumbrances; that we have a good right to sell and convey the said property; that we will and our heirs, executors and administrators shall warrant and defend the same to the said grantee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

Grantors hereby agree to place grantee in peaceable possession of said property for the purpose of exercising its rights hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 200 day of ________, 1979.

Bestell Midden	Die Charles Die Land Der State Control of the Contr
Bert N. Adams	William W. Adams, Jr.
Diane Betts Adams	Eleaner Ruth Adams

CO-TRUSTEES UNDER TRUST AGREEMENT

(dated August 19, 1977)

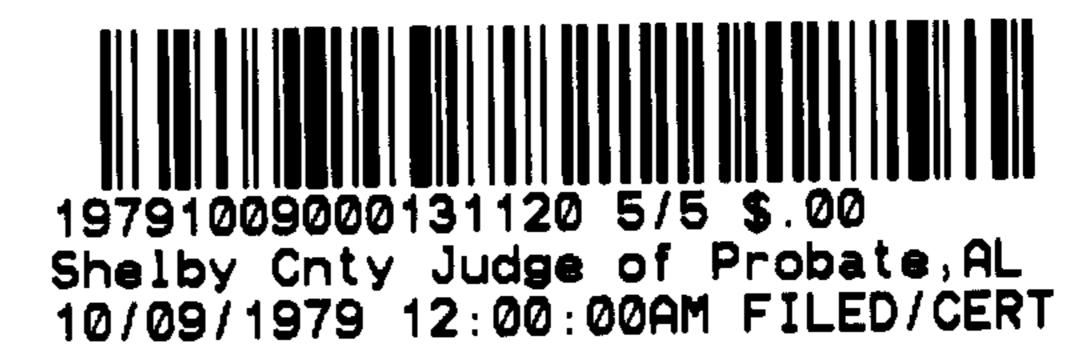
Bert N. Adams, Jr.

COMMERCIAL BANK OF LIBERTY, MISSOURI, N.A.



	10/09/1979 12:00:00
STATE OF	Acknowledgment
COUNTY OF .	
said County and State, hereby cer Diane Betts Adams, whose names are and who are known to me, acknowle	uthority, a Notary Public in and for tify that Bert N. Adams and wife, e signed to the foregoing conveyance dged before me on this day, that, the conveyance, they executed the ame bears date.
Given under my hand	and official, this day of
	Notary Public
	My Commission expires: /
STATE OF M	
	Acknowledgment
COUNTY OF)	
said County and State, hereby cer wife, Eleaner Ruth Adams, whose n conveyance and who are knwon to m day, that, being informed of the executed the same voluntarily on	the day the same bears date.
said County and State, hereby cer wife, Eleaner Ruth Adams, whose n conveyance and who are knwon to m day, that, being informed of the executed the same voluntarily on	tify that William W. Adams, Jr. and ames are signed to the foregoing le, acknowledged before me on this contents of the conveyance, they
said County and State, hereby cer wife, Eleaner Ruth Adams, whose n conveyance and who are knwon to m day, that, being informed of the executed the same voluntarily on	ames are signed to the foregoing acknowledged before me on this contents of the conveyance, they the day the same bears date. and official seal this 24./ day of
said County and State, hereby cer wife, Eleaner Ruth Adams, whose n conveyance and who are knwon to m day, that, being informed of the executed the same voluntarily on	ames are signed to the foregoing acknowledged before me on this contents of the conveyance, they the day the same bears date. and official seal this 24 day of
said County and State, hereby cer wife, Eleaner Ruth Adams, whose n conveyance and who are knwon to m day, that, being informed of the executed the same voluntarily on	ames are signed to the foregoing acknowledged before me on this contents of the conveyance, they the day the same bears date. and official seal this 24 day of
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said County and State, hereby cerwife, Eleaner Ruth Adams, whose nonveyance and who are knwon to make the day, that, being informed of the executed the same voluntarily on Given under my hand 1979	ames are signed to the foregoing me, acknowledged before me on this contents of the conveyance, they the day the same bears date. and official seal this 242/ day of Notary Public MELLE H. M.
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said County and State, hereby cerwife, Eleaner Ruth Adams, whose nonveyance and who are knwon to make that, being informed of the executed the same voluntarily on Given under my hand 1979 COUNTY OF I the undersigned a said County and State, hereby cerw. Adams, Jr., whose names as Codated August 19, 1977, are signed who are known to me, acknowledged informed of the contents of the voluntarily, on the day the same	Acknowledgment Acknowledgment Acknowledgment My Commission expires: 3 7-83 Acknowledgment
said County and State, hereby cerwife, Eleaner Ruth Adams, whose nonveyance and who are knwon to make the same voluntarily on Given under my hand 1979 STATE OF	Acknowledgment Acknowledgment

My Commission expires: 3 / /3



STATE OF	
CCUNTY OF (Acknowledgment
T the undersigned auth	ority, a Notary Public in and for
known to me, acknowledged before me of the conveyance h	e as such officer and with ituit
authority, executed the same volunta bank.	
Given under my hand and 1979.	official seal, this day of
	Notary Public SELLE & MACE
	My Commission expires:
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