This instrument was prepared by: Harrison, Conwill & Harrison
P.O. Box 557
Columbiana, Alabama 35051

397

TIMBER DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

1979100900013113O 1/5 $.00
Shelby Cnty Judge of Probate,AL
10/09/1979 12:00:00AM FILED/CERT

MAP 322 PAGE 339

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 NW¼ of NW¼ of Section 24, Township 19, Range 1 West, EXCEPT THE E½ of SE¼ of NE¼ of Section 23, Township 19, Range 1 West. ALSO EXCEPT a parcel of land situated in a portion of the NE¼ of the NE¼ 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

1979100900013113O 2/5 $.00
Shelby Cnty Judge of Probate,AL
10/09/1979 12:00:00AM FILED/CERT

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 workmanlike 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

1979100900013113O 3/5 $.00
Shelby Cnty Judge of Probate,AL
10/09/1979 12:00:00AM FILED/CERT

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.

MISC 122 PAGE 541

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 2nd day of October, 1979.

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

William W. Adams, Jr.

COMMERCIAL BANK OF LIBERTY, MISSOURI, N.A.

BY _____

1979100900013113O 4/5 $.00
Shelby Cnty Judge of Probate,AL
10/09/1979 12:00:00AM FILED/CERT

STATE OF _____)

COUNTY OF _____)

Acknowledgment

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Bert N. Adams and wife, Diane Betts Adams, whose names 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, this _____ day of _____, 1979.

_____
Notary Public

My Commission expires: _____

STATE OF _____)

COUNTY OF _____)

Acknowledgment

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that William W. Adams, Jr. and wife, Eleaner Ruth Adams, whose names are signed to the foregoing conveyance and who are knwon 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 24 day of _____, 1979.

_____
Notary Public NELLE H. MAGS

My Commission expires: 3-7-83

STATE OF _____)

COUNTY OF _____)

Acknowledgment

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Bert N. Adams and William W. Adams, Jr., whose names as Co-Trustees under Trust Agreement dated August 19, 1977, 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 24th day of _____, 1979.

_____
Notary Public NELLE H. MAGS

My Commission expires: 3-7-83

1979100900013113O 5/5 $.00
Shelby Cnty Judge of Probate,AL
10/09/1979 12:00:00AM FILED/CERT

STATE OF _____)

COUNTY OF _____)

Acknowledgment

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name, as _____ of Commercial Bank of Liberty, Missouri, N.A., 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 bank.

Given under my hand and official seal, this ___ day of _____, 1979.

M. MACE
NOTARY
PUBLIC

_____
Notary Public NELLE M. MACE

My Commission expires: _____

STATE OF ALA SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

1979 OCT -9 PM 1:49

JUDGE OF PROBATE

Deed 14.00
Rec. 7.00
Deed 1.00
24.00

1979 OCT 9 PM 1:43