

This instrument was prepared by:

Harrison, Conwill & Harrison Attorneys at Law P.O. Box 557 Columbiana, Alabama 35051

TIMBER DEED

STATE OF ALABAMA

SHELBY COUNTY

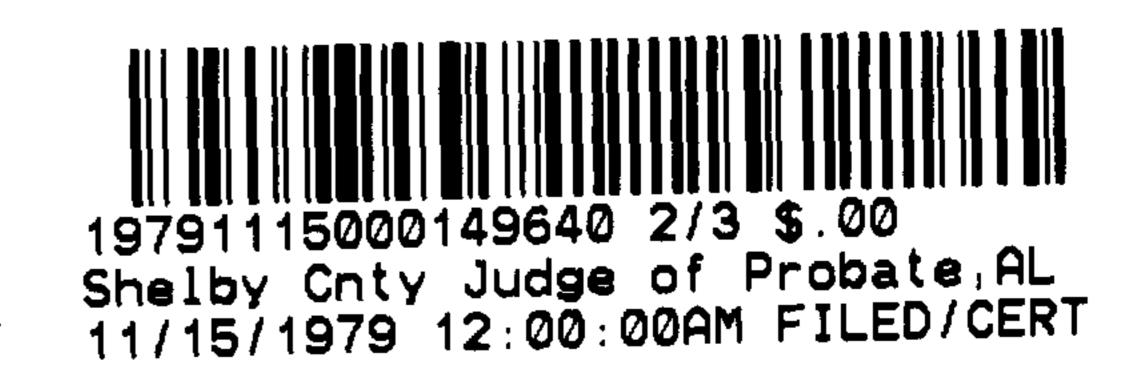
KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Fifty Thousand Dollars (\$50,000.00) and other good and valuable considerations, to the undersigned grantor, A.M. Muncy, a widower, in hand paid by Kimberly-Clark Corporation, the receipt whereof is hereby acknowledged, I, the said A.M. Muncy, do hereby grant, bargain, sell and convey unto the said Kimberly-Clark Corporation, all pine saw-timber and pulpwood located on the following described property located in Shelby County, Alabama, to-wit:

SW% of the SW% of Section 8, Township 20, Range 1 East. The SE% of SW%, Section 8 and all Westerly of the County Road of South Half of SE%, all being in Section 8, Township 20, Range 1 East. All East of the County Road of SE% of SE%, Section 8 and all East of the County Road of NE% of NE%, Section 17, EXCEPT a fraction of this forty fronting 150 feet on the East side of the County Road and running back East along the South line of the forty, 600 feet, all in Township 20, Range 1 East, in Shelby County, Alabama, being altogether a parcel containing 60 and 42/100 acres, more or less. The SW of the SW% of Section 9, Township 20 South, Range 1 East. NW는 of SW는 of Section 9, Township 20, Range 1 East, NEW of Swa and Na of SEA of Section 8, Township 20, Range 1 East and all that part of the SE% of NE% of Section 8, Township 20, Range 1 East, which lies South of Yellow Leaf Creek, in Township 20, Range 1 East. All being situated in Shelby County, Alabama.

together with full and free right of ingress and egress to and from said land at any and all times until December 31, 1981, for the purpose of cutting and removing said timber, but after said time, Kimberly-Clark

323 PAGE 300

idanier Countie



Corporation shall have no further rights or interest in said land or timber and at the expireation of said time, said land and all uncut timber shall revert to the grantor herein.

It is expressly understood and agreed that Kimberly-Clark Corporation will abide by the rules and conditions set out by A.M. Muncy described as |follows: (a) All fences will be left in existing condition. (b) Buffer zone of timber will be left on edge of pasture in back of house, except trees to be cut are marked with blue paint. Boundary lines of buffer zone are marked with white paint. (c.) Chert road across pasture will be maintained and left in good condition. (d) No tops or slash will be left in open or pasture land; also no tops are to be left in creek. (e) As much as possible, all logging in pasture areas will be done only during dry weather months. (f) No landings in open pasture areas in back of house. (g) No hardwood to be cut. (h) Pasture gates will be closed while logging so that cattle will not get out of pasture. (i) West side of County Road No. 55 can be cut at buyer's option. (j) East side of County Road No. 55 will not be cut until 1981, except for salvage purposes or in case of emergency.

No lien is reserved on the timber herein conveyed for the unpaid portion of the purchase price therefor.

It is understood and agreed that no line trees shall be cut. The grantee is hereby given the right to use existing private roads and has the right to build such temporary roads and other devises 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 I do for myself and for my heirs, executors and assigns that I am lawfully seized of said premises in fee simple; that it is free from all encumbrances and I have a good right to sell and convey said timber as foresaid; that I will and my 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, I have hereunto set my hand and seal this 14th day of November, 1979.

A.M. Muncy

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that A.M. Muncy, a widower, whose name 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th days of

November, 1979.

3.3 NOV 15 PH 2: 19

Dece 50.00

REC. 4.50

Our of

33.50

700 33% CC