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This instrument was prepared by Harrison, Conwill, Harrison & Justice 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 One Thousand and no/100 (\$1,000.00) Dollars and other good and valuable consideration, to the undersigned grantors, REED WHITE and wife, BARBARA WHITE, in hand paid by KIMBERLY-CLARK CORPORATION, the receipt whereof is hereby acknowledged, we, the said Reed White and wife, Barbara White, do hereby grant, bargain, sell and convey unto the said Kimberly-Clark Corporation, all pine sawtimber and pulpwood from the following described property:

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BOOK

The SE% of the SW%;
A part of the E½ of the SW% of the SW%, a portion of the boundary line of which lies along a road, said boundary to be marked by white paint on the trees along the road;
The SW% of the SE%, EXCEPT an area in the Southeast portion thereof to be marked by white paint as a boundary cutting line;
A portion of the W½ of the SE% of the SE%, the boundary line which shall be marked by white paint.
All of subject property lying and being located in Section 26, Township 24 North, Range 15 East, Shelby County, Alabama. A sketch of said property is attached hereto as Exhibit "A";

This instrument is given to correct the defect contained in that certain deed dated December 8, 1981, recorded in Deed Book 336, Page 700, in the Probate Office of Shelby County, Alabama.

together with full and free right of ingress and egress to and from said land at any and all times until the expiration of twenty-four (24) months from the date of the execution of this deed, for the purpose of cutting and removing said timber, but after said time, grantee shall have no further rights or interest in said land or timber and at the expiration of said time, said land and all uncut timber shall revert to the grantor herein.

The following are two (2) restrictions which apply to the cutting procedures covering said timber: It is understood and agreed that only pine sawtimber and pulpwood will be cut. That no landings will be located adjacent to or blocking the public or access road to the waterfront areas.

Seller shall not be responsible for any physical injury or loss of life as is caused in the process of the cutting and removal of the timber conveyed in this deed.

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 administrators, covenant with the said Kimberly-Clark Corporation, its successors 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  $5^{th}$  day of <u>January</u>, 1982.

Reed White

Barbara White

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Reed White and wife, Barbara White, 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 seal, this the 5tt day of

Judy R. Danis

Notary Public

5W14 3W4 SE4-5W4 SW4-SE4 SE4-SE4 BDOK 337 PAGE 17

> Section 26, Township 24 North, Range 15 East Not to scale

Area covered by timber deed

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