This instrument was prepared by Harrison, Conwill, Harrison & Justice

Attorneys at Law, P. O. Box 557

Columbiana, Alabama 35051

STATE OF ALABAMA

TIMBER DEED

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Nineteen Thousand and no/100------Dollars (\$19,000.00) to the undersigned grantors, JOHN L. CATES and wife, JACQUELYN H. CATES, in hand paid by Lomax Pulpwood & Lumber Co., Inc., the receipt whereof is hereby acknowledged, we the said John L. Cates and wife, Jacquelyn H. Cates, do hereby grant, bargain, sell and convey unto the said Lomax Pulpwood & Lumber Co., Inc., all merchantable timber located on the following described land:

All of the N½ of the NE% of Section 24, Township 21 South, Range 1 West, lying West of State Highway 25.

All of the S½ of the SE¼ of Section 13, Township 21 South, Range 1 West, lying West of State Highway 25 and East of the Southern Railroad right-of-way.

All of the NE% of the SE% of Section 13, Township 21 South, Range 1 West, lying East of Southern Railroad right-of-way.

together with full and free right of ingress and egress to and from said land at any and all times until the expiration of twelve (12) 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 uncut and at the expiration of said time, said land and all uncut timber shall revert to the grantors herein.

It is understood and agreed that 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.

FIRST NATIONAL BANK
OF COLUMBIANA
PO Box 977
COLUMBIANA AL 35051

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And we do for ourselves and for our heirs, executors and administrators covenant with the said Lomax Pulpwood & Lumber Co., Inc., 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 Lomax Pulpwood & Lumber Co., Inc., its successors and assigns against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seals this 3/37 day of December, 1981.

John L. Cates

Jacquelyn H. Cates

(\$19,000.00 of the purchase price recited above, was paid from a mortgage loan simultaneously herewith.)

State of Alabama

Shelby County

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John L. Cates and wife, Jacquelyn H. Cates, 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 _= December, 1981.

Notary Public

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Jud 1.00

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