

This instrument was prepared by Harrison, Conwill, Harrison & Justice
Attorneys at Law, P.O. Box 557, Columbiana, Alabama 35051

TIMBER DEED

STATE OF ALABAMA X

SHELBY COUNTY X

Know all men by these presents, That for and in consideration of One Dollar and no/100 (\$1.00) Dollars and other good and valuable considerations, 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 pine timber located on the following described land:

NW $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 18, Township 21 South,
Range 1 East, East of State Highway 25 and West
of blue painted timber sale boundary line, 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 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 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 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

First National Bank of Columbiana

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 22nd day of January, 1982.

Rec 3.00
Ind 1.00
4.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 JAN 25 AM 9:24
See Mtg #17-964
Thomas F. Henderson, Jr.
JUDGE OF PROBATE

John L. Cates
John L. Cates

Jacquelyn H. Cates
Jacquelyn H. Cates

\$500 of the purchase price recited above, was paid from a mortgage loan simultaneously herewith).

STATE OF ALABAMA X
SHELBY COUNTY X

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 22nd day of January, 1982.

Lee A. Hall
Notary Public

NOTARY PUBLIC
SHELBY COUNTY, ALA.
1780