

STATE OF ALABAMA)

JEFFERSON COUNTY)

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS, That this indenture made and entered into on this day by and between ROBERT K. HARDWICK and wife, CHERYL ANN HARDWICK, (hereinafter referred to as the Parties of the First Part) and B & V PULPWOOD COMPANY, INC.

_____ (hereinafter referred to as the Party of the Second Part).

W I T N E S S E T H :

That the Parties of the First Part, for and in consideration of the sum of -----Sixty-Eight Thousand and no/100 (\$68,000.00) Dollars, cash paid to them in hand paid, and for other good, valuable and sufficient considerations, the receipt and delivery of these presents hereby acknowledged, have granted, bargained and sold, and by these presents, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the Party of the Second Part, all merchantable timber (timber, pine and hardwood, except hardwood within two hundred (200) feet from paved road), during the time allowed for cutting situated, lying and being on the following described lands in the County of Shelby, and State of Alabama, to-wit:

All that part of the SE 1/4 of Section 19, Township 20 South, Range 2 East, which lies West of the Yellowleaf-Robinson Public Road; and all that part of the NE 1/4 of NE 1/4 of Section 30, Township 20 South, Range 2 East which lies West of the Yellowleaf-Robinson Public Road. SUBJECT TO: Transmission line permits to Alabama Power Company recorded in the Probate Office of Shelby County, Alabama, in Deed Book 129, Page 77; in Deed Book 197, Page 383; and right of way deed to Shelby County recorded in said Probate Office in Deed Book 256, Page 894; and rights acquired by Alabama Power Company under deed dated March 24, 1966, recorded in said Probate Office in Deed Book 241, Pages 84, 8452 and 843.

It is the intention of the Parties of the First Part to convey and they do hereby convey to the Party of the Second Part all of said described timber on all of the land they owns in said

*B & V Pulpwood Co.
P.O. Box 83
Mapleville, Ala.
3*

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See assign. Mice. Book 46 Page 487 (8-31-82)

sections in Shelby County, Alabama, whether correctly described herein or not.


TO HAVE AND TO HOLD unto the Party of the Second Part, its successors and assigns, for the terms herein set out, together with the right of ingress and egress, for the Party of the Second Part, its successors and assigns, on, over and across said lands or any other lands belonging to the said Parties of the First Part for the purpose of cutting, hauling, or removing said timber from said lands. Also, the right to make and use roads on and over said lands for the purpose of cutting, hauling or removing said timber across said lands.

The Party of the Second Part, its successors and assigns shall have eighteen (18) months from the date of the execution of these presents within which to cut and remove said timber herein conveyed on the above described lands. And upon the expiration of said term all timber left standing on the said lands shall revert to become the property of the Parties of the First Part, and all rights, privileges, and immunities granted herein shall cease and terminate.

The said Parties of the First Part does hereby covenant and agree with the said Party of the Second Part, its successors and assigns, that they are lawfully possessed and seized of an indefeasible estate in fee simple in and to said timber, rights, privileges, powers and immunities herein granted and conveyed, the same are free and clear of all liens, mortgages, encumbrances, and adverse claims of all persons whomsoever, and that they have a good and lawful right to sell and convey the same as aforesaid, and that they will, subject to the terms and conditions of this Timber Deed, for themselves, their heirs and assigns, warrant and defend the title to indefeasible possession of the timber rights, powers, privileges and immunities herein granted and conveyed to the Party of the Second Part, its successors and assigns forever.

IN WITNESS WHEREOF, the Party of the First Part has herunto
set his hand and seal on this the 16th day of
August, 1982.


Robert K. Hardwick



Cheryl Ann Hardwick

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for
said County in said State, hereby certify that ROBERT K.
HARDWICK and wife, CHERYL ANN HARDWICK, 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 16th day of
August, 1982.



Notary Public

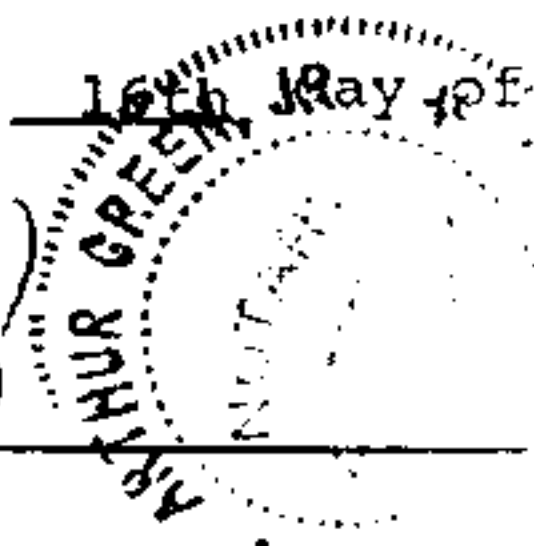
THIS INSTRUMENT
WAS PREPARED BY:

Arthur Green, Jr.
Attorney at Law
1722 Second Avenue North
Bessemer, Alabama 35020

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

1982 AUG 17 AM 11:44


JUDGE OF PROBATE


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732
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