

TIMBER SALE AGREEMENT

State of Alabama,

Shelby County.

Agreement entered into on this the 13th day of September, 1982 by and between C. R. Holliman (hereinafter referred to as Seller), and Kimberly-Clark Corporation (hereinafter referred to as Buyer), of Coosa Pines, Alabama.

WITNESSETH:

(1) That for and in consideration of Seven Hundred Forty One dollars (\$741.00) in hand paid by the Buyer to the Seller, receipt of which is hereby acknowledged, the Seller hereby gives and grants to the Buyer the right to cut and remove within a period of 12 months from the date hereof all pine and hardwood timber on lands owned by the Seller in Shelby County, Alabama, described as follows,

All merchantable pine and hardwood timber.

(2) The rights hereby granted by the Seller extends only to such trees as are situated on portions of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 29 T20S R2E; northerly of the ROW of highway 25 Shelby County, Alabama.

(3) The Seller guarantees title to said timber and to defend it against any and all claims for taxes, mortgages, or any other legitimate encumbrance at his expense.

(4) The rights and obligations of each party except as right of assignment is hereinafter limited, shall inure to the benefit of and be binding upon their heirs, assigns and successors.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 13th day of September, 1982.

Witness:

C. R. Holliman

C. R. Holliman
Seller

Witness:

Kim H. Warren

R. C. Wahgfeld
Buyer

1982 OCT -7 PM 1:38

Kimberly Clark
R.1 Box 364
Vincennes Ala. 35178

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

Seed 1.00
Rec. 1.50
Ind. 1.00
3.50