

STATE OF ALABAMA,)
TALLADEGA COUNTY.)

1160

THIS INDENTURE, made and entered into on this the 17th day of August 1983, by and between Spanish Prime, an Alabama Corporation, hereinafter referred to as Grantor, and Rex Timber, Inc., an Oregon Corporation authorized to do business in Alabama, hereinafter referred to as Grantee,

WITNESSETH: That for and in consideration of the sum of One Hundred Thousand and no/100 (\$100,000.00) Dollars, to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does, hereby grant, bargain, sell and convey unto Grantee, its successors and assigns 500 MBF Doyle Scale of pine timber suitable for veneer, as defined by Georgia-Pacific, Talladega-Plywood; measuring sixteen inches at the stump, and larger where cut, together with the full and unrestricted right to cut and remove the same from the property more particularly described as follows, to-wit:

The Northeast 1/4 west of main north-south woods road, the West 1/2 of the Southeast 1/4, and the West 1/2 of Section 25; the Northeast 1/4, the East 1/2 of the Northwest 1/4, the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4 and the West 1/2 of the Southeast 1/4 of Section 26; and the Northeast 1/4 of the Northwest 1/4 and the North 1/2 of the Northeast 1/4 north of county gravel road in Section 35; all in Township 19 South, Range 1 East, being 1,111 acres, more or less, as shown on the map labeled "Exhibit A", which is attached to and made a part of this contract.

WORKING CIRCLE: SHELBY COMPARTMENT: B, C, and E (ST)

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple, together with the full and free right of ingress, egress and regress over all of the lands hereinabove described and, if necessary, over any lands Grantor adjoining the same, with the full unrestricted right to cut and remove therefrom the timber herein purchased, with all necessary easements for logging roads and other easements necessary and convenient to the cutting and removing of said timber, including, but not restricted to, the right to move, maintain and operate upon said lands skidders, tractors or trucks and/or other machinery and equipment necessary or convenient for cutting and removing the timber and trees herein conveyed.

THIS CONVEYANCE is made subject to the following terms and conditions:

1. Grantee, its successors and assigns, shall have until December 22, 1984 to cut above mentioned timber. Title to any timber not cut from the stump within this time shall revert to Grantors.

2. Grantee shall not be obligated to cut or remove any particular quantity or kinds of timber or to carry on its operations at any particular time or times within the terms hereof, or in any particular manner. Grantee may leave on the property such of the timber or parts thereof as it does not desire to take.

Georgia Pacific Corp
P.O. Box 535
Talladega, AL 35160

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3. Grantee shall use Grantor's logging crews to cut said timber. However, should Grantor's crews fail to produce said timber in a reasonable time, Rex Timber, Inc. reserves the right to remove said timber with its own contractors.

4. The sum mentioned above is the present sum paid to Grantor. Should cutting produce more than 500 MBF Doyle, which is the estimated amount to be cut and on which the aforesaid sum was figured at \$200.00 per MBF, the cutter will report same to Grantee and Grantor, and Grantee will pay for the same at the said rate of \$200.00 per MBF.

5. Grantor agrees to accept Georgia-Pacific Corporation's accounting of timber volumes removed.

6. Grantor warrants and covenants that he is lawfully seized and possessed of the aforesaid timber and lands upon which the said timber is situated; that the same is free from all encumbrances and Grantor has a good right to sell and convey the same; that Grantor will, and his heirs and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawfull claims of all persons.

7. Grantor does further agree to place and keep Grantee in peaceable possession of the property hereinabove described for the full term of this contract for the purpose of its exercising its rights hereunder; and do further agree not to interfere in any manner with Grantee's exercise of its rights hereunder, by Grantee, its officers, agents, servants or employees; and do further agree to protect, indemnify and hold harmless the Grantee from any attempt by anyone to prevent Grantee from the exercise of its rights hereunder and from any claims which may be asserted or sustained against Grantee, its successors and assigns, of its rights hereunder.

8. The present sum paid to Grantor is an estimate of volume. Should cutting produce less than the amount of present sum paid, Grantor shall refund to Rex Timber, Inc. the difference between sum cut and sum paid.


IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and date hereinabove written.


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

1983 AUG 23 PM 3:31

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Deed TAX 100.00
Res 3.00
Ind 1.00
104.00


Mack H. Jenkins
President - Spanish Prime


Bob Poe
Vice-President

STATE OF ALABAMA,)
COUNTY OF TALLADEGA,)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that MACK H. JENKINS and BOB POE, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of August, 1983.