

STATE OF ALABAMA
COUNTY OF SHELBY

38

TIMBER DEED

This indenture made this 30th day of July, 1984, between
J.R. PUGH and wife,

of the State of Alabama, and County of Shelby, hereinafter called
First Party, and B & V VENEER, INC., a corporation
hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of
Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration,

Dollars, in hand paid at and before the sealing and
delivery of these presents, the receipt whereof is hereby acknowledged, ~~does by these presents~~ grant, bar-
gain, sell, convey, and confirm unto Second Party all of the following described property, rights and priv-
ileges:

All of the following described timber and trees, including saplings and tops suitable for pulpwood
purposes, to-wit:

All merchantable timber excluding home area outside fence.

The above described timber and trees are standing, growing, or fallen on the following described
land, to-wit:

NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and part of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 26, Township 19
South, Range 1 West, lying West of Ansley and Boulware and
North of Looney property, situated in Shelby County, Alabama.

It is agreed that the Second Party shall not use the First Party's
private residence driveway as a means of ingress or egress over
said lands, or pasture lands.

Excluding home area outside fence.

Also the right of ingress and egress over said lands and any adjacent lands of First Party for the
purpose of cutting and removing said trees and timber, which rights may also be exercised by Second
Party's independent contractors, their servants, agents, and workmen, in, through, over, and upon the said
lands; also the privilege of adequate roads and rights of way as may be needed and the right to use and
improve existing roads upon the lands described herein and, where necessary, to construct haul roads and
to obtain borrow material for such purpose close to the area where such material is needed; also the right
to go upon said lands with men, cars, trucks, and other vehicles for the purpose of cutting, harvesting, log-
ging, and sawing the trees and timber and removing therefrom the trees and timber; to stack and pile lum-
ber and logs thereon; and all other logging rights and privileges usually given and not hereinabove men-
tioned.

Sidney Kich
P.O. Box 525
Monteville, Va.

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BOOK 357 PAGE 776

The term of this contract shall be twelve months from the date hereof and Second Party is to have the above granted property, rights and privileges for said length of time.

And it is expressly agreed between the parties hereto that this conveyance and sale embraces not only the trees and timber, including pulpwood saplings and trees within the description herein contained at the date hereof but all that may grow to the measure of such description during the term of this contract.

BOOK 357 PAGE 777

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 AUG -1 AM 10:32
Thomas P. [Signature]
JUDGE OF PROBATE

Seed Tax - 14.00
Rec. - 5.00
Int. - 1.00
20.00

TO HAVE AND TO HOLD the said bargained trees, timber, and pulpwood rights to Second Party as above set out; and the title to the said property and the privileges the said First Party will warrant and defend against the lawful claims of all persons whomsoever.

All agreements, covenants, duties, rights, privileges, and powers herein made, imposed, granted, or mentioned, which are binding upon or applicable to either or both of the parties hereto, shall also be binding upon and applicable to the heirs, legal representatives, successors and assigns of such party or parties.

IN WITNESS WHEREOF, First Party has signed, sealed, and delivered these presents, the day and year first above written.

J. R. Pugh (L. S.)
Marline M. Pugh (L. S.)

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J. R. PUGH and wife, 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 30th day of July, A. D., 1984.
[Signature]
Notary Public.