

STATE OF ALABAMA  
COUNTY OF SHELBY

1153  
68000  
TIMBER DEED

This indenture made this 22<sup>nd</sup> day of May, 1985, between  
L. DOUGLAS JOSEPH, J. ANTHONY JOSEPH and GAIL J. OWEN

of the State of Alabama, and County of Shelby, hereinafter called  
First Party, and UNION CAMP CORPORATION, a Virginia corporation, authorized  
to do business in Alabama.  
hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of TEN DOLLARS  
(\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS

Notes, 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:

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028  
All merchantable pine trees and pine timber 6" in diameter  
outside bark and larger EXCEPT seed trees marked with blue paint.

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

Southeast Quarter of Southwest Quarter; Southwest Quarter  
of Southwest Quarter, Section 10, Township 20 South, Range  
1 West, Shelby County, Alabama, containing 80 acres more or  
less.

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.

W.E.N.S.

twelve (12) months

The term of this contract shall be \_\_\_\_\_ 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.

First Party agrees to construct roads necessary for logging at their expense. Second Party will supply the chert or rock for such road construction. If in the opinion of First Party the tract is too wet to log, First Party will notify Second Party and logging will be suspended until ground conditions have become suitable for logging. The term hereof shall be extended for a period of time equal to the time that logging was suspended under this provision.

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028 PAGE 2  
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.

L. Douglas Joseph (L. S.)  
L. Douglas Joseph

J. Anthony Joseph (L. S.)  
J. Anthony Joseph

Gail J. Owen (L. S.)  
Gail J. Owen

STATE OF ALABAMA

SHELBY COUNTY

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that L. Douglas Joseph whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of MAY A. D., 1985

Laurie Braswell  
Notary Public.

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that J. Anthony Joseph, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22<sup>nd</sup> day of May A. D., 1985.

*Laurie Brashe*  
Notary Public

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public, in and for said County, in said State, hereby certify that Gail J. Owen, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 22<sup>nd</sup> day of May A. D., 1985.

*Laurie Brashe*  
Notary Public

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

1985 MAY 23 AM 8 28

*Thomas A. Swadlow, Jr.*  
JUDGE OF PROBATE

Deed Tax 68.00  
Rec. 7.50  
1.00

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