

STATE OF ALABAMA  
COUNTY OF Shelby

629



# TIMBER DEED

100000

This indenture made this 7th day of August, 1986, between

Billy Wall, Edith Hayes, and Carrie Nesbitt

of the State of Alabama, and County of Shelby, hereinafter called  
First Party, and Lomax Pulpwood and Lumber Co. Inc.

hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of \_\_\_\_\_

Ten dollars

\_\_\_\_\_ 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, bargain, sell, convey,  
and confirm unto Second Party all of the following described property, rights and privileges:

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

**All Merchantable Timber**

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

E $\frac{1}{2}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec. 19 T20S R1E.  
NW $\frac{1}{4}$  of NW $\frac{1}{4}$  Sec. 20 T20S R1E.

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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, logging, and sawing the trees and timber and removing therefrom the trees and timber; to stack and pile lumber and logs thereon; and all other logging rights and privileges usually given and not hereinabove mentioned.

*Lomax*  
*D.O. Boy - 833*

The term of this contract shall be 12 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.

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1986 AUG -8 AM 11: 51  
*Rhodes A. Lunsford, Jr.*  
JUDGE OF PROBATE

1. Deed Tax \$ 1.00  
2. Mtg. Tax 5.00  
3. Recording Fee 5.00  
4. Indexing Fee 2.00  
TOTAL 8.00

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.

*Billy Wall* (L.S.)  
*Edith W. Hayes* (L.S.)  
*Carrie W. Nesbitt* (L.S.)

STATE OF ALABAMA  
Shelby COUNTY

*Renee S. Benton*, a Notary Public in and for said County, in said State, hereby certify that *Billy Wall, Edith Hayes + Carrie W. Nesbitt* 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 I executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7<sup>th</sup> day of August A.D., 1986  
*Renee S. Benton*  
My Commission Expires January 7, 1997

Notary Public.