

\$7,200.00 of the purchase price recited above was paid from a Mortgage closed simultaneously herewith.

WARRANTY TIMBER DEED



STATE OF ALABAMA

1713

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that ALAN B. CASHION AND WIFE PATRICIA C. CASHION OF Rt #1 Box 201 COLUMBIANA 35057

for and in consideration of the sum of \$7,200.00 DOLLARS

to the undersigned grantors, in hand paid by H & H Logging, Inc., a Corporation, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said H & H Logging, Inc., a Corporation,

ALL PINE AND HARDWOOD TREES EXCEPT THOSE TREES MARKED WITH PINK RIBBONS AS DESIGNATED WITH PURCHASER'S REPRESENTATIVE ON THE GROUND. PURCHASER ALSO AGREES TO CUT STUMP ON FRONT 5 ACRES AS LOW AS POSSIBLE.

which are deemed capable of economic harvesting and manufacturing by H & H Logging, Inc., the grantee herein, now standing and growing upon the following described lands to wit:

PART OF NW 1/4 OF NE 1/4 SECTION 21, T21S, R1W; ALSO A PARCEL LYING IN NE 1/4 OF NW 1/4 IN SECTION 21, AND IN THE SE 1/4 OF NW 1/4 OF SECTION 21, ALL OF ABOVE IN T21S, R1W SHELBY COUNTY CONTAINING 38 ACRES MORE OR LESS. (THIS AREA DESCRIBED ABOVE HAS APPROXIMATELY 5 ACRES ON #26 HWY, WITH REMAINING AREA BEING NORTH AND WEST OF OLD LOGGING ROAD THAT GOES APPROXIMATELY THROUGH CENTER OF PROPERTY)

The said H & H Logging, Inc., a Corporation, its successors, agents, servants, contractors, employees and assigns, shall have the right of ingress, egress and regress over, across and along said lands for the purpose of cutting and removing said timber. Also, free right of way over and across said lands for such roads as the grantee may desire to construct, build or open to be used in connection with cutting or removing said timber. Grantee herein, its employees, contractors, servants, agents, successors, and assigns shall have the unqualified right to use such methods, equipment, machinery, as deemed necessary to log and remove the trees purchased from grantors herein.

It is also agreed that said H & H Logging, Inc., a Corporation, its successors and assigns, be allowed

12 MONTHS WITH WRITTEN RELEASE TO CONTRACT IF CUTTING IS COMPLETE BEFORE 12 MONTH PERIOD from the date of this deed within which to cut and remove said timber herein conveyed.

TO HAVE AND TO HOLD The same to the said H & H Logging, Inc., a Corporation, its successors and assigns. And we do for ourselves, and for our heirs, executors and administrators, covenant with the said H & H Logging, Inc., a Corporation, its successors and assigns, that we are lawfully seized of the timber rights conveyed; that it is free from all encumbrances; that we have a good right to sell and convey the said timber rights; that we will, and our heirs, executors and administrators, shall warrant and defend the same to the said H & H Logging, Inc., a Corporation, its successors and assigns, against the lawful claims of all persons whomsoever.

Given under our hands and seals, this 15<sup>TH</sup> day of JANUARY 1988

[Signature]  
Witness or Notary Public

Alan B. Cashion  
Grantor ALAN B. CASHION

Patricia C. Cashion  
Grantor PATRICIA C. CASHION

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

Witness or Notary Public 88 JAN 27 AM 9:59

Debby  
Grantor Ric 2.50  
Ind 1.00  
3.50

[Signature]  
GRANTOR

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First State Bank of Bibb County  
P.O. Box 188  
West Blocton, AL 35184