

164 TIMBER DEED

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of SIX THOUSAND AND NO/100-----DOLLARS (\$6,000.00) and other good and valuable consideration hereinafter set out, to the undersigned grantor, TEDDIE D. GIBSON, in hand paid by KIMBERLY-CLARK CORPORATION, the receipt whereof is hereby acknowledged, I, the said TEDDIE D. GIBSON, do hereby grant, bargain, sell and convey unto the said KIMBERLY-CLARK CORPORATION, all merchantable pine sawtimber and pine pulpwood, now being, standing and growing upon the following described lands, situated in Shelby County, Alabama, to-wit:

Begin at the NW corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 26, Township 19 South, Range 2 East, and run thence southerly along the west boundary of said Section 26, 1902 feet to the North margin of the old Glaze Ferry Road; thence northeasterly along the North margin of said old Glaze Ferry Road 561 feet; thence northerly and parallel with the West boundary of said Section 26, 1679 feet to the North boundary of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$; thence Westerly along the north boundary of said quarter-quarter Section 561 feet, more or less, to the point of beginning, with the exception of a lot 150 feet by 250 feet commencing at the Southwest corner of the above described lot or parcel of land run along the North margin of old Glaze Ferry Road in a Northeasterly direction a distance of 150 feet to a point; thence run in a Northerly direction parallel with the West line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 26, a distance of 250 feet, thence run in a southwesterly direction parallel with the North margin of Old Glaze Ferry Road a distance of 150 feet, more or less, to the West line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 26, thence run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 250 feet, more or less, to the point of beginning, situated in Shelby County, Alabama.

169 PAGE 737 BOOK together with the right of ingress, egress and regress for said GRANTEE, its agent, servants, contractors, employees, heirs, and assigns, over, across and along said lands, and any other lands owned by us for the purpose of cutting, removing and manufacturing said sawtimber and pulpwood, and the right to install on said lands machinery, equipment and structures that may be useful, necessary or convenient in the business of logging, sawing, and removing said sawtimber and pulpwood together with the right to remove the same within eighteen (18) months from the date hereof.

Grantee shall have the right to enter upon, cut, manufacture, and remove said pine sawtimber and pine pulpwood therefrom, including rights-of-way, etc. in the usual and customary manner. All pine sawtimber and pine pulpwood here conveyed which is not cut and removed at the expiration of said period shall immediately revert to Grantor.

TO HAVE AND TO HOLD the same to the said Kimberly-Clark Corporation, a corporation, its successors and assigns, as aforesaid.

AND I do for myself and my heirs, executors, and administrators, covenant with the said GRANTEE, its successors and assigns, that I am lawfully seized in fee simple of the property herein conveyed; that it is free from all encumbrances; that I have a good right to sell and convey the said property; that I will and my heirs, executors, and administrators, shall warrant and defend the same to the said GRANTEE its successors and assigns forever, against the lawful claims and demands of all persons whatsoever.

Grantor hereby agrees to place Grantee in peaceable possession of said property for the purpose of exercising its rights hereunder, and does hereby agree to indemnify and hold harmless GRANTEE from any attempt by anyone to prevent GRANTEE from exercising its rights hereunder.

IN WITNESS WHEREOF, I have hereunto set my hands and seals on this the 28th day of January, 1988.

Teddie D. Gibson
TEDDIE D. GIBSON

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STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Teddie D. Gibson, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of

January, 1988.

H. K. Kinnif
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
88 FEB -2 PM 1:55

Thomas W. Shouder, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ <u>6.00</u>
2. Mtg. Tax	<u>500</u>
3. Recording Fee	<u>1.00</u>
4. Indexing Fee	<u>12.00</u>
TOTAL	