

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS INDENTURE, made this _____ day of _____, 1988
 between ELVIRAH ZENOBIA FINLEY, unmarried; ELZIRAH FINLEY DRAKE,
 married; JAMES MINUARD FINLEY, married; CLAY PEARSON FINLEY, SR.,
 married, individually and CLAY PEARSON FINLEY, SR., as Executor of the
 Last Will and Testament of ELZIRAH PEARSON FINLEY, deceased, who all
 certify that the property herein conveyed constitutes no part of the
 homestead of any of the grantors or their spouses, hereinafter called
 Sellers, and UNION CAMP CORPORATION, a Virginia corporation, authorized
 to do business in Alabama, hereinafter called Buyer,

WITNESSETH:

That Sellers for and in consideration of the sum of TEN DOLLARS
 (\$10.00) and OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and
 before the sealing and delivery of these presents, the receipt whereof
 is hereby acknowledged, do by these presents grant, bargain, sell,
 convey and confirm unto Buyer 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 pine trees and timber.

The above described timber and trees are standing, growing or
 fallen on the following land located in Shelby County, Alabama,
 described on Exhibit A, attached hereto and made a part hereof, the same
 as if herein written.

Also the right of ingress and egress over said lands and any
 adjacent lands of Sellers for the purpose of cutting and removing said
 trees and timber, which rights may also be exercised by Buyer's
 independent contractors, their servants, agents and workers 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; 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 logs thereon, and all other logging rights and
 privileges usually given and not hereinabove mentioned.

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W. E. N. J.

It is expressly agreed between the parties that this conveyance and sale is subject to the following terms and conditions:

1. The Sellers warrant that they are the owners of the said land and timber, that they have the perfect right to sell and convey the timber from said land, and that they will protect the right of the Buyer to cut and remove said timber from the above described land until the expiration date of this contract. The Sellers further warrant that they have duly conferred upon the Resource Management Service, Inc., the authority to act as their Agent in the negotiation of the sale, to collect all stumpage payments in their name, and to make frequent inspections of the operation of this above described sale.

2. The Buyer contracts and agrees to remove said timber or that portion of said timber he desires to remove by April 1, 1989, the expiration date of this contract being either April 1, 1989, or on the completion date of cutting, whichever date occurs earliest. After the expiration date of this contract all rights of the Buyer to possess, cut or control such timber shall terminate and cease and any portion of the above consideration paid for such timber shall be surrendered as liquidated damages for the breach of said contract.

3. The Buyer further agrees and contracts to cut and remove the timber in a good and workmanlike manner; to take particular and reasonable care and precaution in timber felling and logging to reserve the residual timber, the young growth and reproduction; to take all reasonable precautions against destructive logging practices which unnecessarily damage the residual timber compatible with the economic removal of the timber. Rubber-tired skidders may be used, but skid trails and loading decks should be kept to a minimum and unnecessary damage to reproduction and residual pine pulpwood and all hardwood avoided. In addition, the Buyer shall avoid felling or dropping trees or tops into any fences, fields, trails, roads, creeks, or pipeline right-of-way on the Sellers' or any neighbor's property and should this occur, Buyer shall remove said trees or tops immediately from such fences, fields, trails, roads, creeks, or pipeline right-of-way or

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neighbor's property, by pulling them back well within the woods, and fences shall be repaired. Ruts caused by logging equipment must be filled and regraded.

4. The Buyer contracts and agrees to take all reasonable precautions against fire and to suppress any fire that might damage the residual timber and young growth which occurs in the timbered area on the above described property during their presence on the property. The Buyer shall also accept full and prompt liability for any damages to Sellers occurring as a result of any fire resulting from Buyer's logging activity which may get out of the Sellers or any neighbor's property from the use of any kind of fire on the subject property.

5. The Buyer further agrees and contracts not to cut, remove, or needlessly damage any other trees than the above described timber herein being conveyed by this instrument. Should this portion of the contract be broken, the Sellers or their Agent or Agents may enter upon said land and take possession of the timber without notice to the Buyer. Thereupon the Buyer shall be required to pay an amount equal to twice the value of the illegal stumpage cut or removed from the land and wrongfully or needlessly destroyed by poor timber cutting or logging practices as liquidated damages for the breach of this contract before the Buyer shall have the right to continue cutting and removing the remaining portion of the conveyed timber. For purposes of this contract, the diameter of such tree at the stump, inside bark, shall be scaled by the Scribner Scale, Form Class 78 for pine and Doyle Scale, Form Class 76 for hardwood; using "Tables for Estimating Board-Foot Volume of Timber" by Mesavage and Girard, U.S.D.A., Forest Service, the stumpage value for the hardwood sawtimber at \$60/M board feet, and standing hardwood pulpwood at \$4/standard cord. Any miscut tree with a stump diameter in excess of 10 and 12 inches shall be considered as sawtimber, and any tree smaller shall be considered as pulpwood.

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6. The Sellers contract and agree that the Buyer his Agents and employees shall enjoy the full right for the term of this contract to enter upon said lands and to cut and remove the timber in the manner as above described. The Buyer is given the right to make only necessary trails or passageways in the timbered area for the purpose of removing said conveyed timber only as long as the existing woods roads or woods trails, or field edge roads cannot suffice for this purpose and the crossing or cutting of any exterior fences, excepting at established gates or gaps, and the unnecessary cutting of any standing merchantable timber for trails and loading areas is avoided. All operating equipment and machinery shall be removed from the property within ten (10) days following the termination date of this contract. Buyer shall keep all fences or other property improvements in full and immediate repair as a consequence of any use or damage as a result of any of its operation.

7. The Buyer may assign or convey any portion of said timber to a third party under the full terms and conditions of this contract, but Buyer will be directly responsible to Sellers for all the actions of any contracting third party, employee, assignee, or subcontractor. He further contracts and agrees to assume all liability for and shall indemnify the Sellers against all claims, demands, or causes of action, including the cost of defending same, of every nature whatsoever arising out of or resulting from in any manner the operation of the Buyer or any contracting third party, employee, assignee, or subcontractor under this agreement, and to pay or have paid all timber taxes, wages, Workmen's Compensation claims, and any and all of the claims or obligations imposed on them by reasons of the Buyer's operation under this agreement.

8. The Sellers designate and the Buyer accepts the Resource Management Service, Inc. as the Agent of the Sellers for purposes of inspecting, checking, and overseeing, from time-to-time, the compliance of the cutting and logging of the timber conveyed under this contract and other provisions pertaining thereto. The Buyer further agrees to notify the Resource Management Service, Inc. when their operation shall

commence on said property and when it is either completed or delayed for any extended period in excess of two weeks' time.

9. It is mutually agreed that the Sellers and the Buyer have respectively sold and purchased the above described forest products evolving upon the works and estimates of the Resource Management Service, Inc., and that Buyer has satisfied himself as to the reasonableness of such estimates made for the knowledge of Sellers and furnished Buyer for his possible interest; but as between the two parties no representation made by the estimates of the Resource Management Service, Inc., shall be a condition or a basis for the modification of the written conveyance.

10. It is further agreed that the Buyer shall not be responsible or accountable for incidental or unavoidable damages necessarily resulting from the operation of any reasonable timber cutting and logging operations on the above described lands.

TO HAVE AND TO HOLD the said bargained trees, timber and pulpwood rights to Buyer as above set out; and the title to the said property and the privileges the said Sellers 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 the parties have executed and delivered these presents, the day and year first above written.

Elvirah Zenobia Finley
Elvirah Zenobia Finley

Elvirah Finley Drake
Elvirah Finley Drake

James Minnard Finley
James Minnard Finley

Clay Pearson Finley, Sr.
Clay Pearson Finley, Sr.

Clay Pearson Finley, Jr.
Clay Pearson Finley, Jr., as
Executor of the Last Will and
Testament of Elvirah Pearson
Finley, deceased

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UNION CAMP CORPORATION

By: S. P. Killian, III
Regional Manager
Alabama Woodlands

STATE OF Al.

COUNTY OF Jefferson

I, Sharla F. Brooks, a Notary Public, in and for said County, in said State, hereby certify that Elvirah Zenobia Finley, whose name is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of March, 1988.

Sharla F. Brooks
Notary Public

My Commission Expires January 25, 1992

STATE OF Al.

COUNTY OF Jefferson

I, Sharla F. Brooks, a Notary Public, in and for said County, in said State, hereby certify that Elzilah Finley Drake, whose name is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of March, 1988.

Sharla F. Brooks
Notary Public

My Commission Expires January 25, 1992

STATE OF Al.

COUNTY OF Jefferson

I, Sharla F. Brooks, a Notary Public, in and for said County, in said State, hereby certify that James Minuand Finley, whose name is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of March, 1988.

Sharla F. Brooks
Notary Public

My Commission Expires January 25, 1992

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STATE OF Al.)

COUNTY OF Jefferson)

Shirley F. Brooks Notary Public, in and for said County, in said State, hereby certify that Clay Pearson Finley, Sr., individually and in his capacity as Executor of the Last Will and Testament of Elzilah Pearson Finley, deceased, whose name is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he executed the same voluntarily individually and in his capacity as Executor of the Last Will and Testament of Elzilah Pearson Finley, deceased, on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of March, 1988.

Shirley F. Brooks
Notary

My Commission Expires January 25, 1992

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STATE OF ALABAMA)

COUNTY OF AUTAUGA)

I, LAIRD R JONES, a Notary Public in and for said County, in said State, hereby certify that S. P. Killian, III, whose name as Regional Manager, Alabama Woodlands, Union Camp Corporation, a corporation, is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such official and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of March, 1988.

Laird R Jones
Notary Public

The South half of the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter, all in Section 15, Township 18 South, Range 1 East, less and except the following described parcels:

Parcel 1

Begin at SE corner S 1/2 - SE 1/4 - NW 1/4, Section 15, Township 18 S, Range 1 E; thence N 1 deg. 22' W along West boundary 1/4-1/4 Section for 390.00 feet; thence S 89 deg. 19' W for 630.00 feet; thence S 1 deg. 22' E for 390.00 feet to South Boundary of said 1/4 1/4 Section; thence N 89 deg. 19' E along South boundary of 1/4 1/4 Section for 630.00 feet to point of beginning, being 5.6 acres, more or less.

Parcel 2

Begin at NE corner NE 1/4 - SW 1/4, Section 15; thence S 89 deg. 19' W along North boundary of said 1/4 1/4 Section for 421.20 feet; thence S 19 deg. 08' E for 556.39 feet; thence N 44 deg. 54' E for 95.55 feet; thence N 32 deg. 50' E for 324.45 feet to East boundary of said 1/4 1/4 Section; thence N 1 deg. 22' W along East boundary of 1/4 1/4 Section 190.44 feet to point of beginning, being 3.1 acres, more or less.

Parcel 3

Begin at SE corner of NE 1/4 - SW 1/4 of Section 15; thence N 1 deg. 22' W along East boundary of said 1/4 1/4 Section for 1169.90 feet; thence S 32 deg. 50' W for 324.45 feet; thence S 44 deg. 50' W for 105.55 feet; thence S 1 deg. 22' E for 827.16 feet to South boundary of 1/4 1/4 Section; thence N 88 deg. 57' E along South boundary of 1/4 1/4 Section for 258.50 feet to point of beginning, being 5.8 acres, more or less.

Parcel 4

Commence at NE corner of NE 1/4 - SW 1/4, Section 15 and go S 89 deg. 19' W along North boundary of 1/4 1/4 Section for 421.20 feet; thence S 19 deg. 08' E for 203.42 feet to point of beginning; thence continue S 19 deg. 08' E for 352.97 feet; thence S 44 deg. 54' W for 60.00 feet; thence N 50 deg. 52' W for 128.00 feet; thence S 89 deg. 19' W for 93.00 feet; thence N 1 deg. 22' W for 294.00 feet; thence N 88 deg. 54' 30" E for 126.00 feet to the point of beginning, being 1.3 acres, more or less.

Parcel 6

Commence at the NE corner of the NE 1/4 - SW 1/4, Section 15 and go S 1 deg. 22' E along East boundary of said 1/4 1/4 Section for 190.44 feet; thence S 32 deg. 50' W for 324.45 feet; thence continue S 44 deg. 54' W for 155.55 feet; thence S 40 deg. 57' W for 208.62 feet to point of beginning; thence S 39 deg. 41' W for 335.21 feet; thence N 50 deg. 52' W for 260.00 feet; thence N 39 deg. 41' E for 335.21 feet; thence S 50 deg. 52' E for 260.00 feet to point of beginning, being 2 acres, more or less.

Also, less and except that part of the NE 1/4 of the SW 1/4 of Section 15, Township 18 South, Range 1 East which lies Southeast of Shelby County Highway No. 43.

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1. Deed Tax	\$ <u>42.00</u>
2. Mig. Tax	<u> </u>
3. Recording Fee	<u>20.00</u>
4. Indexing Fee	<u>3.00</u>
TOTAL	<u>65.00</u>