

This instrument prepared by:
J. Lofton Westmoreland of
MOORE, HILL & WESTMORELAND
Post Office Box 1792
Pensacola, Florida 32598

2414
TERMINATION OF LEASE

AGREEMENT made JUNE 29, 1988, between Etta Boles, ~~Funice Vane~~ and ~~Carl Vane~~, of Calera, Alabama, herein referred to as Lessors, and Champion International Corporation, a New York corporation, as successor in title to St. Regis Paper Company, a New York corporation, Pensacola, Florida, herein referred to as Lessee.

RECITALS

1. Lessors and Lessee entered into a Lease dated January 15, 1981, and recorded on February 3, 1981 in Official Records Book 330 at page 986, Public Records of Shelby County, Alabama, by which Lessor demised to Lessee for the period from January 1, 1981, to and including December 31, 1995, the premises described in Exhibit "A" attached hereto and by reference incorporated herein.

2. The parties desire to terminate and cancel the Lease and the tenancy as of JUNE 29, 1988, and to release each other from their respective obligations under the lease.

In consideration of the mutual covenants contained herein, the parties agree as follows:

BOOK 191 PAGE 970
In consideration of the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), paid by the Lessee, receipt of which is acknowledged by Lessor, Lessee is hereby relieved of any and all obligations under the Lease.

As further consideration for the termination of this Lease, Lessee hereby quit claims to the Lessor all right, title and interest to the leased premises, including but not limited to any improvements made thereon by the Lessee.

The Lease shall be and is hereby terminated and cancelled and the term thereof is brought to an end as of JUNE 29, 1988, with the same force and effect as if the term of this lease were, by the terms thereof, fixed to expire on JUNE 29, 1988, as provided in the Lease, subject to the terms and conditions set forth below.

Lessor and Lessee are released and discharged from their respective obligations to observe the terms and conditions of the lease on their respective parts to be observed.

Lessee shall vacate the demised premises on or before JUNE 29, 1988.

All terms and conditions herein contained shall be binding on and inure to the benefit of the parties, and the respective heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties.

Etta Boles
RT 2 Box 33/
Calera, AL
35040

IN WITNESS WHEREOF, the parties have executed this assignment the day and year above written.

Signed in the presence of:

D. A. Spear
L. Michele Kelly

Champion International Corpor-
ation, as successor to St. -
Regis Paper Company

By: D. G. Durrence LESSEE

D. A. Spear
L. Michele Kelly

Etta Boles LESSOR

Eunice Vance LESSOR

Carl Vance LESSOR

STATE OF Alabama
~~FLORIDA~~
COUNTY OF Shelby
~~ESCAMBIA~~

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared D. G. Durrence, known to me to be the individual described by said name and who executed the foregoing instrument, and to be the President of CHAMPION INTERNATIONAL CORPORATION, a New York corporation, and acknowledged and declared that he as such officer President of the said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 29 day of June, 1988.

D. A. Spear
NOTARY PUBLIC
My Commission Expires: 9/89

STATE OF ALABAMA
COUNTY OF Shelby

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ETTA BOLES, to me well known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of June, 1988.

(Notary
Seal)

D. A. Spear
Notary Public
My Commission Expires: 9/89

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PARCEL A

A portion of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama, lying westerly of the Louisville & Nashville Railroad and being more particularly described as follows: Commence on the westerly right-of-way line of the Louisville & Nashville Railroad (100' R/W) at Mile Post 421 for the Point of Beginning; thence northerly along said right-of-way line for 440 feet; thence westerly, deflecting at an angle of 74°, for 680 feet; thence southerly, deflecting at an angle of 106°, and parallel said right-of-way line for 590 feet; thence easterly, deflecting at an angle of 74°, for 680 feet to said right-of-way line; thence northerly along said right-of-way line for 150 feet to the Point of Beginning. Containing 8.85 acres, more or less.

PARCEL B

A portion of Section 33, Township 21 South, Range 2 West, and a portion of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, lying westerly of the Louisville and Nashville Railroad and northerly of County Road No. 22 and being more particularly described as follows: Commence at the Point of Intersection of the westerly right-of-way line of the Louisville and Nashville Railroad and the northerly right-of-way line of County Road No. 22 for the Point of Beginning; thence southwesterly along the said northerly right-of-way line for 120 feet; thence northwesterly, deflecting at an angle of 90°, for 93 feet; thence northerly deflecting at an angle of 46° 30', for 268 feet; more or less, to a point 50 feet westerly of said railroad right-of-way line; thence northerly, 50 feet westerly of and parallel said railroad right-of-way line, for 2065 feet, more or less, to the southerly line of the St. Regis Paper Company woodyard; thence easterly along said southerly line to the said westerly railroad right-of-way line; thence southerly along said railroad right-of-way line for 2335 feet, more or less, to the Point of Beginning.

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

88 JUN 29 PM 4: 13

Thomas C. Thompson, Jr.
JUDGE OF PROBATE

6/29/88
A/S
EB



1. Dead End	_____
2. Mig. Fee	_____
3. Recording Fee	<u>7.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>8.50</u>