

263

TIMBER DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Twenty-Eight Thousand Two Hundred Fifty and no/100----Dollars (\$28,250.00) to the undersigned grantors, C.A. PEARSON and wife, DIANE E. PEARSON, in hand paid by KIMBERLY-CLARK CORPORATION, the receipt whereof is hereby acknowledged, we, the said C.A. PEARSON and wife, DIANE E. PEARSON, do hereby grant, bargain, sell and convey unto the said KIMBERLY-CLARK CORPORATION, all pine sawtimber and pulpwood, now being, standing and growing upon the following described lands, situated in Shelby County, Alabama, with the restriction that no hardwood is to be cut; said lands being described as follows:

PARCEL A:

Part of the southwest quarter of southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 6, Township 20 South, Range 1 East, described as follows: Begin at the southwest corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20 South, Range 1 East, and proceed in a westerly direction along the southern boundary of Section 6, a distance of 680.37 feet to a point; thence turn at an angle of 89 degrees, 54 minutes 33 seconds and proceed in a northerly direction a distance of 525.46 feet to a point on the south of the right of way for Pumpkin Swamp Road; thence proceed across the right of way to a corresponding point on the north of the right of way for Pumpkin Swamp Road; thence proceed parallel to the southern boundary of Section 6 to a point on the western boundary of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6; thence proceed along the western boundary of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, to the point of beginning.

LEGAL DESCRIPTION OF SAID LANDS CONTINUED ON NEXT PAGE

PARCEL B:

Part of the northeast corner of the northwest quarter of northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$), Section 7, Township 20 South, Range 1 East, more particularly described as follows: Begin at the Southwest corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20 South, Range 1 East, and proceed in a westerly direction along the southern boundary of Section 6, a distance of 680.37 feet to a point; thence turn at an angle of 90 degrees 5 minutes 27 seconds and proceed in a southerly direction a distance of 330.28 feet to a point; thence proceed easterly parallel to the southern boundary of Section 6, to a point on the eastern boundary of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 7, a distance of 330.28 feet from the point of beginning; thence proceed along the eastern boundary of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 7, to the point of beginning.

PARCEL C:

Part of the northwest corner of the northeast quarter of northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$), Section 7, Township 20 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Begin at the southwest corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20 South, Range 1 East, and proceed in a southerly direction at an angle of 89 degrees 35 minutes 17 seconds formed with the southern boundary of Section 6, a distance of 330.28 feet to a point; thence turn at an angle of 90 degrees 30 minutes 54 seconds and proceed a distance of 636.57 feet to a point in the center of the right of way for Shelby County Highway No. 445; thence across the right of way to a point on the eastern boundary of the right of way; thence turn at an angle of 89 degrees 49 minutes 49 seconds and proceed in a northerly direction a distance of 331.49 feet to a point on the southern boundary of Section 6; thence turn at an angle of 90 degrees 10 minutes 11 seconds and proceed in a westerly direction along the southern boundary of Section 6 to the point of beginning.

PARCEL D:

That part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, lying South of County Road 445, in Section 6, Township 20 South, Range 1 East., in Shelby County, Alabama.

All in Township 20 South, Range 1 East, Shelby County, Alabama.

together with the right of ingress, egress and regress for said Grantee, its agents, 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 twelve (12) months from the date hereof.

All pine sawtimber and pulpwood herein 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, its successors and assigns, as aforesaid.

And we do for ourselves and our heirs, executors and administrators covenant with the said GRANTEE, its successors and assigns, that we are lawfully seized in fee simple of the property herein conveyed; that it is free from all encumbrances; that we have a good right to sell and convey the said property; that we will and our 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.

GRANTORS hereby agree 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, we have hereunto set our hands and seals on this the 1st day of July, 1988.

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

88 JUL -6 PM 1:32

Thomas R. Jones, Jr.
JUDGE OF PROBATE

C.A. Pearson
C.A. PEARSON

Diane E. Pearson
DIANE E. PEARSON

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C.A. PEARSON and wife, DIANE E. PEARSON, whose names are signed to the foregoing conveyance and who are 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 1st day of July, 1988.

William R. Justice
Notary Public

1. Deed Tax \$ 28.50
2. Mtg. Tax
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 37.00

