

\$ 6,200,000.00

This Instrument Was Prepared By:

C. Barton Adcox

ROSEN, HARWOOD, COOK & SLEDGE, P.A.
1020 Lurleen Wallace Blvd. North
Tuscaloosa, AL 35401

THE STATE OF ALABAMA

STATUTORY WARRANTY DEED

COUNTIES OF SHELBY AND CHILTON

KNOW ALL MEN BY THESE PRESENTS, That in consideration of other good and valuable consideration and the sum of Ten and no/100 (\$10.00) Dollars to the undersigned GRANTORS, in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, KERMIT L. STEPHENS, a married man; JOSEPH W. STEPHENS, a married man; JAMES L. HINTON, a married man; and SCOTT G. DAVIS, a married man, (herein referred to as GRANTORS), do hereby grant, bargain, sell and convey unto BRIERFIELD LAND & TIMBER, INC.; MULTILAND, INC.; and SGD TIMBER ACQUISITION, INC. (herein referred to as GRANTEES), the following described real estate situated in Tuscaloosa County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS IF SET OUT FULLY AT THIS POINT.

The Grantees are acquiring the subject property and the conveyance is hereby made to the Grantees in the following undivided proportions:

BRIERFIELD LAND & TIMBER, INC.	1/3
MULTILAND, INC.	1/3
SGD TIMBER ACQUISITION, INC.	1/3

All oil, gas and mineral rights which are owned by the Grantors at the time of this conveyance are hereby conveyed to the Grantees herein. No warranty, however, is made as to the ownership of any of said oil, gas and mineral rights.

BOOK 240 PAGE 335

P.O. Box 2727
Tuscaloosa, AL

This conveyance is hereby made subject to all restrictions, easements and rights of way of record in the Probate Office of Chilton and Shelby Counties, Alabama.

The property conveyed herein is subject to a Note, Mortgage and Loan and Security Agreement dated as of the 1st day of JUNE, 1989 evidencing and securing an indebtedness owed by the Grantors to AmSouth Bank, N.A. in the original principal amount of \$6,200,000.00, (hereinafter referred to as the "Indebtedness"). The above referenced Mortgage is on record in the Probate Office of Chilton County, Alabama in Mortgage Book 50, at Page 306 and in Shelby County, Alabama in Mortgage Book 240, at Page 259. This conveyance is hereby made subject to the terms and conditions of said Note, said Mortgage and said Loan and Security Agreement. Subsequent to the date hereof, the Grantees herein shall make all payments due under the Indebtedness to Grantors who shall, in turn, make said payments to said AmSouth Bank, N.A. In the alternative, Grantors may request Grantees, as agents for Grantors, to make said payments directly to AmSouth Bank, N.A.

Simultaneously herewith, the Grantees herein have executed an agreement (hereinafter the "Agreement") which places certain restrictions on the transfer of each Grantee's interest in the property herein described. In addition, said agreement sets out the proportions in which the Grantees shall make to above referenced payments due under the Indebtedness to Grantors as required herein.

By acceptance of the delivery of this instrument the Grantees herein agree for themselves and their successors and assigns to hold the property herein conveyed subject to the terms and conditions of the Agreement.

Grantors hereby certify that the property herein conveyed is not their homestead nor the homestead of their spouses.

TO HAVE AND TO HOLD, unto said Grantees, its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
on this the 1st day of ~~May~~ ^{JUNE}, 1989.

Kermit L. Stephens
KERMIT L. STEPHENS

Joseph W. Stephens
JOSEPH W. STEPHENS

James L. Hinton
JAMES L. HINTON

Scott G. Davis
SCOTT G. DAVIS

THE STATE OF ALABAMA
COUNTY OF TUSCALOOSA

I, the undersigned authority, a Notary Public in and for
said County and State, hereby certify that KERMIT L. STEPHENS, a
married man; JOSEPH W. STEPHENS, a married man; JAMES L. HINTON,
a married man and SCOTT G. DAVIS, a married man, 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.

~~May~~ ^{JUNE} Given under my hand and official seal this the 1st day of
May, 1989.

C. Burt
NOTARY PUBLIC

My Commission Expires:

7/7/90

BOOK 240 PAGE 937

EXHIBIT "A"

BOOK 050 PAGE 326

LAND IN CHILTON
COUNTY, ALABAMA

86 70

NE 1/4

15

24

14

160

W 1/2 of NE 1/4

36

24

13

80

S 1/2 of NW 1/4

20

24

14

80

NW 1/4 of SE 1/4; NE 1/4 of
SW 1/4; 20 acres lying on
the East side of NW 1/4 of
SW 1/4 described as follows:
Beginning at the SE corner
of NW 1/4 of SW 1/4; and
running West along said line
to the public road right of
way; thence due North to line
of NW 1/4 of SW 1/4 and East
to corner of last said lands
and thence South to place of
beginning.

35

24

14

100

SW 1/4; NW 1/4 of SE 1/4, W
1/2 of NE 1/4 of SE 1/4;
NE 1/4 of NE 1/4 of SE 1/4;
NW 1/4 of SW 1/4 of SE 1/4

26

24

13

236

LAND IN CHILTON
COUNTY, ALABAMA

SECTION TOWNSHIP RANGE ACRES,

S 1/2 of NE 1/4; N 1/2 of SE 1/4 less a strip of land sold to Chilton County 60 feet wide for highway lying in NW 1/4 of SE 1/4 and W 1/2 of NE 1/4, and less 6 acres in NE corner of NW 1/4 of SE 1/4 sold to Cleve Gilliland, as shown in Book 381 at Page 245 and described as follows: Begin at the Northeast corner of the Northwest quarter of the SE 1/4 of Section 27, Township 24, Range 13 East, Chilton County, Alabama; thence South 87 degrees West 500.0 feet; thence South 00 degrees 30 minutes East 130.0 feet; thence South 87 degrees West 100.0 feet; thence South 8 degrees East 361.0 feet; thence North 87 degrees 15 minutes East 518.0 feet; thence North 3 degrees 15 minutes East 497.0 feet; to the point of beginning and containing 6.0 acres

27 24 13 139.1

NE 1/4 of SW 1/4; W 1/2 of SW 1/4

36 24 13 120

NW 1/4

22 24 14 160

SW 1/4 of SW 1/4

24 24 14 40

W 1/2; SE 1/4 of NE 1/4; W 1/2 of NE 1/4; S 1/2 of SE 1/4

26 24 14 520

Entire Section

28 24 14 640

Entire Section, less 12.8 acres, more or less, of Section 30 for right of way for Interstate Highway No. 65, conveyed to State of Alabama, by deed dated June 9, 1958.

30 24 14 627.2

W 1/2 of NW 1/4

32 24 14 80

N 1/2 of NE 1/4; N 1/2 of NW 1/4

34 24 14 160

E 1/2; S 1/2 of NW 1/4; SW 1/4

36 24 14 560

LAND IN CHILTON
COUNTY, ALABAMA

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
W 1/2 of NW 1/4	6	23	14	80 ¹
NE 1/4 of SW 1/4; W 1/2 of SE 1/4	15	23	15	120
NE 1/4 of NE 1/4	26	24	14	40
SE 1/4 of SE 1/4	13	24	13	40
SE 1/4 of NE 1/4; S 1/2 of NE 1/4 of NE 1/4; E 1/2 of SW 1/4 of NE 1/4; NW 1/4 of SW 1/4 of NE 1/4; E 1/2 of NW 1/4 of NE 1/4; E 1/2 of SE 1/4; SW 1/4 of SE 1/4; SE 1/4 of SW 1/4; S 1/2 of NE 1/4 of SW 1/4; NW 1/4 of NW 1/4 of SW 1/4; E 1/2 of SW 1/4 of SW 1/4; SW 1/4 of SW 1/4 of SW 1/4 of NE 1/4, less 41.7 acres, more or less, of Section 25 which is within the right of way of Interstate Highway No 65, conveyed to the State of Alabama, by deed dated June 9, 1958.	25	24	13	298.3
N 1/2 of NE 1/4, less easement to Alabama Power Company as shown in Book 502 at Page 427	27	24	13	80
SE 1/4 of NE 1/4; E 1/2 of SW 1/4 of NE 1/4; SW 1/4 of SW 1/4 of NE 1/4; NW 1/4 of NE 1/4 of NW 1/4; NW 1/4 of NW 1/4; NW 1/4 of SW 1/4 of NW 1/4; E 1/2 of NE 1/4 of SW 1/4; W 1/2 of SE 1/4 of SW 1/4; E 1/2 of SW 1/4 of SW 1/4; SE 1/4	35	24	13	350
S 1/2; S 1/2 of NW 1/4	15	24	14	400
NE 1/4; E 1/2 of NW 1/4; S 1/2	17	24	14	560
NE 1/4; E 1/2 of NW 1/4; SW 1/4 of NW 1/4; NW 1/4 of SE 1/4; W 1/2 of SW 1/4	19	24	14	400

LAND IN CHILTON
COUNTY, ALABAMA

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
SW 1/4	20	24	14	160
NE 1/4; E 1/2 of NW 1/4; S 1/2	21	24	14	560
E 1/2; SW 1/4	22	24	14	480
Entire Section	23	24	14	640
N 1/2; SE 1/4; E 1/2 of SW 1/4; NW 1/4 of SW 1/4	25	24	14	600
Entire Section	27	24	14	640
Entire Section	29	24	14	640
NE 1/4 of NE 1/4; S 1/2 of NE 1/4; NE 1/4 of NW 1/4; W 1/2 of NW 1/4; NE 1/4 of SE 1/4, less 16.9 acres more or less of Section 31 which is within the right of way of Interstate Highway No. 65, conveyed to the State of Alabama, be deed dated June 9, 1958.	31	24	14	263.1
SE 1/4 of NE 1/4; W 1/2 of NE 1/4; E 1/2 of SE 1/4; E 1/2 of NW 1/4; NW 1/4 of NW 1/4	35	24	14	320
W 1/2 of NW 1/4; NE 1/4 of NW 1/4; NE 1/4; NE 1/4 of SE 1/4; W 1/2 of SW 1/4	1	23	14	400
N 1/2 of NE 1/4; S 1/2 of NW 1/4; NE 1/4 of NW 1/4; N 1/2 of SW 1/4; SW 1/4 of SW 1/4; N 1/2 of SE 1/4	2	23	14	400
S 1/2 less N 1/2 of NW 1/4 of SW 1/4; S 1/2 of NE 1/4	3	23	14	380
N 1/2	10	23	14	320
S 1/2; NE 1/4; N 1/2 of NW 1/4; SE 1/4 of NW 1/4, subject to right of way easement to Alabama Power Company in Book 535 at Page 67	3	23	15	600

LAND IN CHILTON
COUNTY, ALABAMA

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
N 1/2; SW 1/4; N 1/2 of SE 1/4; SW 1/4 of SE 1/4	5	23	15	600
N 1/2 of NW 1/4; SE 1/4 of NW 1/4; NE 1/4 of SW 1/4; E 1/2 less 3 acres, subject to right of way to Chilton County as shown in Book 463 at Page 145.	7	23	15	477
Entire Section	9	23	15	640
N 1/2; E 1/2 of SE 1/4	15	23	15	400
NW 1/4 of NE 1/4; S 1/2 of NE 1/4; NW 1/4; SE 1/4; N 1/2 of SW 1/4; SW 1/4 of SW 1/4, subject to right of way to Chilton County, conveyed by deed dated January 25, 1959.	31	24	15	560
NW 1/4 of SE 1/4	26	24	14	40
E 1/2 of SW 1/4; E 1/2 of SE 1/4; SW 1/4 of SE 1/4	19	24	14	200

LAND IN SHELBY
COUNTY, ALABAMA

14 70

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
SE 1/4 of NE 1/4; E 1/2 of SE 1/4	7	24	14	120
SW 1/4 of SE 1/4; SE 1/4 of SW 1/4; NW 1/4 of SW 1/4	7	24	14	120
North 18 acres of SW 1/4 of SW 1/4	7	24	14	18
NE 1/4; NW 1/4, NE 1/4 of SE 1/4; SE 1/4 of SW 1/4	9	24	14	400
W 1/2 of SW 1/4	9	24	14	80
SW 1/4	8	24	14	159

LANDS IN SHELBY
COUNTY, ALABAMA

SECTION TOWNSHIP RANGE ACRES

E 1/2 of NW 1/4; SW 1/4 of NW 1/4;
NW 1/4 of SW 1/4

10 24 14 160

S 1/2; S 1/2 of N 1/2; NE 1/4 of
NE 1/4; except 34.01 acres, more
or less, within the right of way
of Interstate Highway No. 65, con-
veyed to State of Alabama by deed
dated December 15, 1958 and recorded
in Book 198 at Page 7, Shelby County.
Said excepted part being located in
W 1/2 of SW 1/4 of SW 1/4 of NW 1/4

1 24 13 485.99

NE 1/4

12 24 13 160

NW 1/4 of NE 1/4

1 24 14 40

SE 1/4

5 24 14 160

W 1/2 of W 1/2; NE 1/4 of SW 1/4

6 24 14 200

NW 1/4 of NW 1/4

7 24 14 40

NW 1/4 of NE 1/4; NE 1/4 of
NW 1/4; S 1/2 of NW 1/4

8 24 14 160

SW 1/4 of NE 1/4

6 24 15 40

SW 1/4 of SW 1/4 of SE 1/4
of SE 1/4; S 1/2 of SW 1/4
of SE 1/4

14 22 1 W 22.5

SW 1/4 of NE 1/4; SE 1/4 of NW 1/4;
subject to easement to Town of
Calera as shown in deed Book 161
at Page 292, and subject to highway
right of way to Shelby County, as
shown in Deed Book 234 at Page 624.

23 22 2 W 80

NW 1/4 of NE 1/4; SW 1/4 of
NE 1/4; all that part of the
NW 1/4 of SE 1/4 lying East of
Waxahatchie Creek; all that part
of the SE 1/4 of NW 1/4 lying East
of Waxahatchie Creek.

22 1 W 130

Exhibit.A

BOOK 240 PAGE 944

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

89 JUN -1 PH 1:39

Robert T. Martin
JUDGE OF PROBATE

1. Bond Tax	NO TAX COLLECTED
2. Mtg. Tax	
3. Recording Fee	25.00
4. Indexing Fee	6.00
TOTAL	31.00

COUNTY OF CHILTON, STATE OF ALABAMA

The undersigned Judge of Probate
of Chilton County, Alabama,
does hereby certify
that the foregoing is a true copy
of the original instrument of said Court
in the above stated cause,
as the same appears of record
and of file in my office in Clanton, Alabama.

Robert T. Martin
Witness my hand and the Seal of the
Judge of Probate of Chilton County, Alabama,
this 1 day of June 1989