

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW  
POST OFFICE BOX 822  
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA  
COOSA COUNTY

TIMBER DEED

This indenture made this 9th day of April, 1990, between MAYANICE WALTON, a single woman, and T. H. WALTON, a married man, hereinafter called First Party, and WAYNE HORTON, hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of Twenty-One Thousand and no/100 (\$21,000.00) DOLLARS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto Second Party 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 timber, both hardwood and softwood timber and trees standing, growing, or fallen on the following described land, to-wit:

NE 1/4 of NW 1/4 of Section 34, and NW 1/4 of NE 1/4 of Section 34, except 10 acres in the Northeast corner of said NW 1/4 of NE 1/4, now owned by C. H. Fulton; all being situated in Township 21 South, Range 2 West, Shelby County, Alabama.

Also, the right of ingress and egress over said lands and any adjacent lands of First Party for the purpose of cutting and removing said trees and timber, which rights may also be exercised by Second Party's independent contractors, their servants, agents, and workmen, 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 roads and to obtain borrow material for such purpose close to the area where such material is needed; 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 stock and pile lumber and logs thereon; and all other logging rights and privileges usually given and not hereinabove mentioned.

The term of this contract shall be eighteen months from the date hereof, and Second Party is to have the above granted property, rights and privileges for said length of time.

And it is expressly agreed between the parties hereto that this conveyance and sale embraces not only the trees and timber, including pulpwood saplings and trees within the description herein contained at the date hereof but all that may grow to the measure of such description during the term of this contract.

TO HAVE AND TO HOLD the said bargained trees, timber and pulpwood rights to Second Party above set out, and the title to the said property and the privileges the said First Party will warrant and defend against the lawful claims of all persons whomsoever.

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✓ Mike A

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, First Party has signed, sealed, and delivered these presents, the day and year first above written.

*Mayanice Walton*  
Mayanice Walton

*T. H. Walton*  
T. H. Walton

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Mayanice Walton, 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 this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 9th day of April, 1990.

*M. H. T. Alch*  
Notary Public

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that T.H. Walton, 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 this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 9th day of April, 1990.

*M. H. T. Alch*  
Notary Public

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

90 APR -9 AM 11:05

*James H. [Signature]*  
JUDGE OF PROBATE

1. Deed Tax	\$ 21.00
2. Mtg. Tax	\$
3. Recording Fee	\$ 5.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 30.00