

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

STATE OF ALABAMA
SHELBY COUNTY

TIMBER DEED

This indenture made this 12th day of April, 1990, between T. H. WALTON, a married man, and MAYANICE WALTON, an unmarried woman, hereinafter called First Party, and WAYNE HORTON, hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of Twelve Thousand and no/100 (\$12,000.00) 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 and pine, standing, growing, or fallen on the following described land, to-wit:

The W 1/2 of the SW 1/4 of the SW 1/4, lying South of the Dargin-Columbiana dirt road, situated in Section 34, Township 21 South, Range 2 West.

Beginning at a point 881 feet North of the Southeast corner of the NE 1/4 of the NE 1/4 of Section 4, Township 22 South, Range 2 West, and run thence North along the East line of said Section, a distance of 870 feet to a point; run thence West to the East right-of-way line of the Birmingham and Montgomery paved highway; run thence in a Southeasterly direction and along the East right-of-way line of said Highway to the lands formerly owned by Sallie Byrd; run thence East along the North line of the said Sallie Byrd land to the point of beginning. Being a part of the S 1/4 of the SE 1/4 of Section 33, Township 21 South, Range 2 West, and also a part of the N 1/2 of Section 4, Township 22 South, Range 2 West.

Commencing at the Southeast corner of Section 33, Township 21 South, Range 2 West; thence run North along the East boundary line of said Section 33 a distance of 417.0 feet to the point of beginning of the property herein described; thence turn an angle of 88 degrees 19 minutes to the left and run Westerly, parallel to the South boundary line of said Section 33, for 2134.83 feet, more or less, to a point on the East right of way line of U.S. Highway 31; thence turn an angle of 177 degrees 30 minutes to the right and run Easterly for 1067.41 feet; thence turn an angle of 02 degrees 15 minutes to the right and continue Easterly for 1066.94 feet, more or less, to a point on the East boundary line of said Section 33; thence turn an angle of 88 degrees 33 minutes to the right and run Southerly along the East boundary line of said Section 33 for 51.0 feet, to the point of beginning. Being part of the SE 1/4 of Section 33, Township 21 South, Range 2 West, and containing 1.765 acres, more or less, according to survey of Alton Young, dated August 20, 1959.

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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 two years 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.

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.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 APR 13 PM 1:11

Thomas P. Shouder, Jr.
JUDGE OF PROBATE

T. H. Walton
T. H. Walton

Mayanice Walton
Mayanice Walton

1. Deed Tax	\$ 12.00
2. Mtg. Tax	\$
3. Recording Fee	\$ 5.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 21.00

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, a married man, and Mayanice Walton, an unmarried woman, whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 13th day of April, 1990.

James F. Payson
Notary Public

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