

Return to

**Bama Wood, Inc.
P. O. Box 655
Wetumpka, AL 36092-0655**

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS, cash in hand paid to the Sellers by the Purchaser, and other good and valuable consideration, the receipt and sufficiency of all of this is hereby acknowledged, I, BETTYE LITTLETON, hereinafter called SELLER, do hereby grant, bargain, sell and convey, unto BAMA WOOD, INC., hereinafter called PURCHASER, all merchantable Pine timber on the following described lands:

Part of NE1/4 of NW1/4, Township 20 South, Range 4 West, Shelby County, Alabama, as shown on attached sketch map by James M. Vardaman & Co., Inc.

This deed is subject to the following terms and conditions which Purchaser acknowledges by the acceptance of this deed, viz:

For any hardwood trees containing merchantable timber which are cut by Purchaser, its employees, contractors, or employees of contractors, Purchaser shall, upon demand by Seller, pay Seller as damages, in addition to the consideration referred to above, double the current price of stumpage for the class of material contained in said hardwood trees.

Purchaser shall have the reasonable right of ingress and egress on, across, and over the lands owned by Seller for the purpose of logging such timber. All woods roads must be maintained at all times and restored to a condition equivalent to that prior to the beginning of logging.

Unless extension of time is granted in writing by Seller, the timber sold under this Agreement shall be cut and removed from the above described property by the 21st day of April 1993. Title to any timber sold under this Agreement and remaining on the lands described above after such deadline or any extension thereof shall revert to Seller and Purchaser shall have no further rights hereunder.

Seller agrees that she is owner in fee simple of said land and has the legal right to sell the timber; and that said lands and timber are free from encumbrances; and she will warrant and defend the title to said timber unto the buyer; its successors, and assigns, against lawful claims and demands of all person WHOMSOEVER.

Purchaser agrees and warrants that it will at all times indemnify and save harmless Seller against any and all claims, demands, actions, or causes of action, for injury or death of any person or persons, or damage to the property of any third person or persons, which may be due in any manner to operations of Purchaser under this instrument upon said lands or any other lands of Seller.

**Inst # 1992-09026
05/21/1992-09026
10:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 10.00**

Bama Wood, Inc.
P. O. Box 655
Wetumpka, AL 36092-0655

IN WITNESS WHEREOF, the Seller has hereunto set his hand and seal, this
the 5 day of May, 1992.

Bettye Littleton
BETTYE LITTLETON

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned Notary Public in and for said County in said State,
hereby certify that Bettye Littleton, whose name is signed to the foregoing
instrument and who is known to me, acknowledged before me on this day that
being informed of the contents of the within instrument, she executed the
same voluntarily on the day the same bears date.

Given under my hand and seal, this day 5 of May,
1992.

Frances Parish

Notary Public

My commission expires: MY COMMISSION EXPIRES MAY 13, 1992

THIS INSTRUMENT PREPARED BY:
JAMES M. VARDAMAN & CO., INC.
JACKSON, MISSISSIPPI

Inst # 1992-09026

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