## TIMBER DEED

THIS DEED made this 20th day of July, 1992,
from <u>ELLA R. RICKS</u> , a widow
of <u>Jefferson</u> County, <u>Alabama</u> , herein called "Owners",
to SOUTHEASTERN FOREST PRODUCTS, INC. of St. Clair County,
Alabama, herein called "Company"; WITNESSETH THAT: In
consideration of $\underline{\text{Ten and } 00/100}$ Dollars,
cash in hand paid, receipt whereof is hereby acknowledge,
Owners hereby sell, assign, transfer, grant and convey to merchantable
Company all the pine & hardwoodtimber on the following described
sale area of land, situated in <u>Shelby</u> County,
Alabama , shown on the ground by Owners to Company's
representative:
N½ of SE¼; lying west of lake in Section 16; Township 21 S; Range 1 E. Shelby County, Alabama.
being (all) (part) of the same land described in deed from
to Owners recorded in Book
Page, in Volume in the office of
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1. Company shall have until July 20 ,19 93 , to cut and remove the above timber or such portion as it wishes to take. Title to any timber on above property not cut and removed by said date shall revert to Owners, but said termination date may be extended by Company for a maximum of \_\_\_\_\_ additional (months) (years) upon payment to Owners of an additional sum of \_\_\_\_\_ (\$\_-\_\_\_\_) Dollars on or before termination date, or a proportional amount of above sum for a shorter period. Company shall have one month after termination date to remove its machinery, equipment and other property.

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- 2. Company shall not be obligated to cut or remove any particular quantity or kinds of timber or to carry on its operations at any particular time or times within the terms hereof, or in any particular manner. Company may leave on the property such of the timber or parts thereof as it does not desire to take.
- 3. Taxes on above described land on standing timber shall at all times be paid by Owners, as and when due.

- 4. Company shall have rights of ingress and egress and all other reasonably necessary incidental rights on and above and other property of Owners to enable it to cut and remove the timber on above property economically.
- 5. Owners covenant that they lawfully seized and possessed of the aforesaid timber, have full power and lawful authority to convey the same and that title thereto is free, clear and unencumbered and that Owners will forever warrant and defend the same against all lawful claims.
- 6. (Special Provisions).

IN WITNESS WHEREOF the parties have executed this deed in duplicate the day and year first above written.