

PARTIAL MORTGAGE RELEASE

STATE OF ALABAMA }
SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS, that whereas, Carroll E. Cox and Betty J. Cox executed a mortgage to St. Clair Federal Savings Bank on the 26th day of May

as Instrument No. 1992-10040
1992, which is recorded ~~in Mortgage Book~~ ~~XXXXXXXXXXXX~~ ~~Page~~ ~~XXXXXXXXXXXX~~ in the Probate Office of Shelby County, Alabama;

Whereas, Carroll E. Cox and Betty J. Cox desires to pay the sum of One and no/100----- Dollars to said St. Clair Federal Savings Bank on said mortgage and to have the land described below released from said mortgage and said St. Clair Federal Savings Bank desires to accept said consideration for the releasing of said property and agrees to release said land from said mortgage;

Now, therefore, the undersigned St. Clair Federal Savings Bank in consideration of One and no/100----- Dollars, being paid to said St. Clair Federal Savings Bank in hand paid by the said Carroll E. Cox and Betty J. Cox the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto the said Carroll E. Cox and Betty J. Cox

all the right, title and interest acquired under said mortgage in and to that part of the premises conveyed therein, and described as follows, to-wit:

All rights to timber and other rights granted to Kimberly-Clark Corporation by virtue of a timber deed, a copy of which is attached hereto as Exhibit "A".

Inst. # 1992-29708

12/11/1992-29708
09:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DGS MCD * 18.00

Conrad, Justice & Johnson

TO HAVE AND TO HOLD to the said Carroll E. Cox and Betty J. Cox

and to its, their, our successors and assigns forever.

It is understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder of the premises conveyed in said mortgage and not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

IN WITNESS WHEREOF, the Grantor St. Clair Federal Savings Bank

has hereunto set its hands and seals this the 4th day of December,
1992.

St. Clair Federal Savings Bank

BY [Signature]
As Its Ex. V.P.

STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that H.S. Barr

whose name as Executive Vice-President of St. Clair Federal Savings Bank

is signed to this instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation (bank).

Given under my hand and official seal this 4 day of December ~~x198x~~ 1992

[Signature]
Notary Public

STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____

whose name(s) _____ signed to the foregoing conveyance, and who _____ known to me acknowledged before me on this day, that being informed of the contents of this instrument _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 198_____.

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

CONWILL, JUSTICE & JOHNSON
Attorneys at Law
P.O. Box 557
Columbiana, Alabama 35051

TIMBER DEED

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of TWENTY-NINE THOUSAND FIVE HUNDRED and no/100----(\$29,500.00) to the undersigned GRANTORS, CARROLL E. COX and wife, BETTY J. COX, in hand paid by KIMBERLY-CLARK CORPORATION, the receipt whereof is hereby acknowledged, we, the said CARROLL E. COX and wife, BETTY J. COX, do hereby grant, bargain, sell and convey unto the said KIMBERLY-CLARK CORPORATION, all pine sawtimber and pulpwood, and all hardwood sawtimber and pulpwood located on the following described land:

PARCEL 1

All that part of the SE 1/4 of NE 1/4 lying Westerly of U.S. Highway 231 and all that part of the NE 1/4 of SE 1/4 lying westerly of U.S. Highway 231, less and except 5 acres heretofore conveyed to George Earl Self, Section 35, Township 18 South, Range 2 East.

ALSO, the South one-half of the SW 1/4 of NE 1/4; the NW 1/4 of SE 1/4 and the NE 1/4 of SW 1/4, all in Section 35, Township 18 South, Range 2 East.

Mineral and mining rights excepted.

LESS AND EXCEPT: All that part of the NE 1/4 of SW 1/4, Section 35, Township 18 South, Range 2 East, Shelby County, Alabama, lying North and West of the existing fence.

PARCEL II

All that part of the SE 1/4 of NW 1/4, Section 35, Township 18 South, Range 2 East, Shelby County, Alabama, lying South of Glade Branch and East of the existing fence.

Situated in Shelby County, Alabama.

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Carroll E. Cox and Betty J. Cox, 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of December, 1992.

Notary Public

Inst # 1992-29709

12/11/1992-29709
09:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 14.00

together with full and free right of ingress and egress to and from said land at any and all times until the expiration of twenty-four (24) months from the date of the execution of this deed, for the purpose of cutting and removing said timber, but after said time, grantee shall have no further rights or interest in said land or timber uncut at the expiration of said time, said land and all uncut timber shall revert to the grantor herein.

It is understood and agreed that GRANTEE is hereby given the right to use existing private roads and has the right to build such temporary roads and other devices as may be necessary or useful to the GRANTEE for the purpose of cutting and removing said timber, however, all roads are to be left in as good condition as at the beginning of this contract.

And we do for ourselves and for our heirs, executors and administrators covenant with the said KIMBERLY-CLARK CORPORATION, its successors and assigns, that we are lawfully seized of said premises in fee simple; that it is free from all encumbrances and I have a good right to sell and convey said timber as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said KIMBERLY-CLARK CORPORATION, its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of December, 1992.

Carroll E. Cox

Betty J. Cox