

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.

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SHELBY COUNTY JUDGE OF PROBATE
003 MCC 41.00

Conwill, Justice & Johnson

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 9th day of December, 1992.

Carroll E. Cox
Carroll E. Cox
Betty J. Cox
Betty J. Cox

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 9th day of December, 1992.



Notary Public

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