

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ONE HUNDRED (\$100) 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, WE, DR. JOHN C. BLYTHE and wife RUTH M. BLYTHE, hereinafter called SELLER, do hereby grant, bargain, sell and convey, unto SACO WOOD INCORPORATED., hereinafter called PURCHASER, all merchantable timber, on the following described land.

Approximately 45 acre tract described as: Beginning NE corner SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ , S 1403.74 feet to POB, CONT S 701.87 feet, W 678.25 feet, S 580.19 feet, W 1236.39 feet, NLY 970.91 feet, E 960.77 feet, N 360 feet, E 1250 feet to POB, Section 36, Township 21 South, Range 1 West, Shelby County, Alabama.

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

Purchaser shall have the reasonable right of ingress and egress on, across, and over the lands owned by Sellers for the purpose of logging such timber. All roads and fences must be maintained and restored when logging is completed. No logging debris will be left in pond.

Unless extension of time is granted in writing by Sellers, the timber sold under this Agreement shall be cut and removed from the above described property by the 31st day of May 1994. 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 Sellers and Purchaser shall have no further rights hereunder.

Sellers agrees that they are owners in fee simple of said land and have the legal right to sell the timber; and that said lands and timber are free from encumbrances; and they 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 Sellers 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 Sellers.

Purchaser agrees to conduct all operations under this contract in accordance with the rules and regulations of the Alabama Department of Environmental Management and the Environmental Protection Agency of the United States. In the event of any violation by Purchaser, Purchaser shall indemnify and hold the Sellers harmless from any penalties or assessments resulting therefrom.

IN WITNESS WHEREOF, the Sellers have hereunto set their hand and seal, this the 1<sup>st</sup> day of June, 1993.

John C. Blythe  
DR. JOHN C. BLYTHE  
Ruth R. Blythe  
RUTH R. BLYTHE

John Templeton  
490 Co Rd 252  
Clanton, AL 35045

06/21/1993-17996  
10:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 29.00

Inst # 1993-17996

STATE OF Alabama

COUNTY OF Tallapoosa

I, the undersigned Notary Public in and for said County in said State, hereby certify that Dr. John C. and Mrs. Ruth ~~M.~~<sup>R.</sup> Blythe, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this day 1st of June,  
1993.

Ann D. Regnier  
Notary Public

My commission expires: Dec. 26, 1995

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

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