

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

TIMBER DEED

STATE OF ALABAMA, COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: that for and in consideration of the sum of Twenty  
Eight Thousand & 00/100 Dollars (\$ 28,000 ) cash to me in hand  
paid by BAMA WOOD, INC., a corporation, hereinafter called "Buyer," the receipt of which is hereby acknowledged and  
the further sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) per cord (delete when not sold per cord), the undersigned, Linda Benson

\_\_\_\_\_ and spouse, \_\_\_\_\_ hereinafter called "Seller,"  
have granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey to the said Buyer,  
all of the timber and trees (whether logs, pulpwood, or tops) both standing and fallen of the following kind and  
description:

All Merchantable Pine and Hardwood Timber

which are situated and being on the following described land in Shelby County, Alabama, to-wit:

The East 1/2 of the SW 1/4 of Section 9,  
~~Roadway~~, Township 24, Range 15 East,  
less and except lots heretofore sold, situated  
in Shelby County, Alabama.

Inst # 1994-23502

07/27/1994-23502  
10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 36.50

To HAVE AND TO HOLD unto the said Buyer, its successors, transferees, and assigns, forever, together with the free right of ingress  
and egress over said land and any adjoining land of the Seller for the purposes of cutting and removing and handling said timber and the  
free right to construct thereon roadways and operate machinery and equipment thereon for such purposes.

The rights and privileges herein conveyed and given are granted for a period of 12 months from the date hereof and after  
said time all timber and trees hereby conveyed which remain standing and uncut on said lands shall revert to the Seller.

In the event part of the consideration is per cord, Buyer shall pay Seller for timber shown on said company scale tickets promptly  
upon receipt of same and shall furnish Seller with the original scale tickets. If sale is not per cord, payments other than cash paid herewith  
shall be as follows:

The Seller covenants with the Buyer that he is seized of an indefeasible fee simple title to said property and rights, powers, and  
privileges and has good right to convey same to Buyer; that they are free from all encumbrance and that he will warrant and defend  
the same to Buyer against the lawful claims of all persons.

The Buyer shall be liable for damage to fences or crops of the Seller caused by the Buyer in removing said timber.

This writing contains the complete agreement and oral agreements in connection herewith shall not be binding on either party.

WITNESS our hands and seals this 1st day of July, 1994

ATTEST

Mart D. Nolan  
D. M. Patten

Linda D. Benson (L. S.)

\_\_\_\_\_  
(L. S.)

STATE OF ALABAMA, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby cer-  
tify that \_\_\_\_\_ whose name \_\_\_\_\_ signed to the foregoing conveyance,  
and who \_\_\_\_\_ known to me, acknowledge before me, on this day, that, being informed of the contents of this con-  
veyance, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public

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