

STATE OF ALABAMA

COUNTY OF SHELBY }

TIMBER DEED

This indenture made this 7th day of February, 19 95, betweenLeslie H. Carter and Forrest LeAlan Carter, Sr.5184 South Shades Crest RoadBessemer, AL 35023of the State of Alabama, and County of Shelby, hereinafter calledFirst Party, and Renn & Johnson, LLC

hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of _____

SEE BELOW

_____ Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto Second Party all of the following described property, rights and privileges:

All of the following described timber and trees, including saplings and tops suitable for pulpwood purposes, to-wit:

\$8000.00 for all merchantable pine

\$150.00/mbf and \$15.00/cord for poplar and gum with 14" stump and larger

The above described timber and trees are standing, growing, or fallen on the following described land, to wit:

See attached

Inst # 1995-04014

02/14/1995-04014
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SHELBY COUNTY JUDGE OF PROBATE
002 MEL 19.00

Also the right of ingress and egress over said lands and any adjacent lands of First Party for the purpose of cutting and removing said trees and timber, which rights may also be exercised by Second Party's independent contractors, their servants, agents, and workmen, in, through, over, and upon the said lands; also the privilege of adequate roads and rights of way as may be needed and the right to use and improve existing roads upon the lands described herein and, where necessary, to construct haul roads and to obtain borrow material for such purpose close to the area where such material is needed; also the right to go upon said lands with men, cars, trucks, and other vehicles for the purpose of cutting, harvesting, logging, and sawing the trees and timber and removing therefrom the trees and timber; to stack and pile lumber and logs thereon; and all other logging rights and privileges usually given and not hereinabove mentioned.

P.O. Box 547
Centerville, AL
35042

The term of this contract shall be until 3-31-95 from the date hereof and Second Party is to have the above granted property, rights and privileges for said length of time.

Weather permitting

And it is expressly agreed between the parties hereto that this conveyance and sale embraces not only the trees and timber, including pulpwood saplings and trees within the description herein contained at the date hereof but all that may grow to the measure of such description during the term of this contract.

TO HAVE AND TO HOLD the said bargained trees, timber, and pulpwood rights to Second Party as above set out; and the title to the said property and the privileges the said First Party will warrant and defend against the lawful claims of all persons whomsoever. SELLER WILL GUARANTEE TITLE TO THE TREES SOLD UNDER THIS CONTRACT AND DEFEND SUCH TITLE AGAINST ALL CLAIMS AT THE EXPENSE OF THE SELLER.

All agreements, covenants, duties, rights, privileges, and powers herein made, imposed, granted, or mentioned, which are binding upon or applicable to either or both of the parties hereto, shall also be binding upon and applicable to the heirs, legal representatives, successors and assigns of such party or parties.

IN WITNESS WHEREOF, First Party has signed, sealed, and delivered these presents, the day and year first above written.

(L. S.)

SS#

[Redacted]

Dealin H Carter

SS#

[Redacted]

J. J. J. J. J.

(L. S.)

WITNESS:

W. R. J. J. J.

STATE OF ALABAMA

COUNTY }

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____ whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ A.D., 19 ____.

Notary Public

BOUNDARY SURVEY

STATE OF ALABAMA
COUNTY OF SHELBY

I, Joseph E. Conn, Jr., a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon; That there are no visible encroachments of any kind upon the subject property except as shown hereon excluding utility lines, wires, poles or pipes in dedicated easements or rights of way; That the house and related improvements are within the bounds of the property as shown hereon. I further certify that this survey meets the minimum technical standards for the practice of land surveying in the State of Alabama, the correct legal description being as follows:

Beginning at the northwest corner of the NW 1/4 of the SE 1/4 of Section 28, Township 20 south, Range 4 west, Shelby County, Alabama and run thence southerly along the west line of said quarter-quarter section a distance of 1,005.00' to a point; Thence turn 55 degrees 58 minutes 17 seconds left and run southeasterly 420.35' to a point on the northwesterly margin of Shelby County Road No. 2; Thence turn 84 degrees 38 minutes 17 seconds left and run northeasterly along said margin of said road 418.73' to the P.C. of a curve to the left; Thence turn 4 degrees 15 minutes 12 seconds left and run northeasterly along the chord of said curve a chord distance of 469.71' to the P.T. of said curve; Thence turn 12 degrees 26 minutes 05 seconds left and run along said margin a distance of 200.73' to the P.C. of a curve to the right; Thence turn 11 degrees 41 minutes 39 seconds right and run northeasterly along the chord of said curve a chord distance of 226.90' to the P.T. of said curve; Thence turn 21 degrees 41 minutes 39 seconds right and run northeasterly along said margin of said road 159.42' to a point on the north line of the NW 1/4 of the SE 1/4 of said section 28; Thence turn 143 degrees 13 minutes 13 seconds left and run westerly along said quarter-quarter line a distance of 1,230.00' to the point of beginning, containing 21.1 acres. Property is subject to any and all easements, agreements, rights of way, restrictions and/ or limitations of probated record or applicable law.

According to my survey of January 28, 1995

Joseph E. Conn, Jr.
Joseph E. Conn, Jr. Alabama PLS No. # 9049

File No. 5002-M-95
First Federal saving & Loan
Max Adams
Jan. 1995

SURVCONN

2850 Highway 31 south
Pelham, Al. 35124
Telephone 205-663-4251



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