

STATE OF ALABAMA
COUNTY OF SHELBY

TIMBER DEED

This indenture made this _____ day of August, 1995, between

Margaret L. White, a married woman

of the State of Alabama, and County of Tuscaloosa, hereinafter called
First Party, and Lomax Pulpwood & Lumber Co., Inc., a corporation

hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of _____
FIVE THOUSAND SIX HUNDRED SIXTY-SIX AND 67/100 ---- (5,666.67) ----- DOLLARS

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 ^{Inst # 1995-22069} ~~for pulpwood purposes~~, to-wit:
All trees regardless of size and species.

08/14/1995-22069
09:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 18.00

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

Commence at the Northwest corner of the SW 1/4 of the SE 1/4, Section 12, Township 21 South, Range 1 West, thence run South along the West line of said 1/4 1/4 Section a distance of 443.02 feet to the point of beginning; thence turn an angle of 90 deg. 43' 53" to the left and run a distance of 993.57 feet; thence turn an angle of 90 deg. 43' 37" to the right and run a distance of 443.21 feet; thence turn an angle of 89 deg. 17' 03" to the right and run a distance of 993.60 feet to the West line of said SW 1/4 of the SE 1/4, Section 12; thence turn an angle of 90 deg. 43' 13" to the right and run along said West line a distance of 443.02 feet to the point of beginning. Situated in the SW 1/4 of the SE 1/4, Section 12, Township 21 South, Range 1 West, Huntsville, Meridian, Shelby County, Alabama.

The hereinabove described property constitutes no part of the homestead of the Grantor or the Grantor's spouse.

Lomax Pulpwood & Lumber Co., Inc. will supervise site preparation and re-planting of the hereinabove described timber tract.

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.

W. E. H. F.

1995-22069

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

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.

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.

Margaret L. White (L.S.)
Margaret L. White

Inst # 1995-22069 (L.S.)

STATE OF ALABAMA

SHELBY

COUNTY

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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Margaret L. White, a married woman 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of August A.D., 1995

Sherry L. Simon

My Commission Expires 12-08-96

Notary Public.