

STATE OF ALABAMA  
COUNTY OF SHELBY

# TIMBER DEED

This indenture made this 15<sup>th</sup> day of February, 1996, between  
Doris T. Bolton, widow of Robert N. Bolton, and Robert N. Bolton,  
Jr., a single man

of the State of ALABAMA, and County of SHELBY, 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 TWENTY THOUSAND AND NO/100  
(\$20,000.00) 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 suitable for pulpwood purposes, to-wit:

All merchantable pine trees not marked with orange paint.

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

PROPERTY BEING DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND  
MADE PART AND PARCEL HEREOF AS FULLY AS IF SET OUT HEREIN,  
WHICH SAID EXHIBIT IS SIGNED FOR THE PURPOSE OF IDENTIFICATION.

INST.NO. 1996-05008

02/16/1996-05008

08:46 AM CERTIFIED

Shelby Co. Judge of Probate

003 SNA 34.50

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.

The term of this contract shall be 12 months 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.

1. The \$20,000.00 paid to the First Party upon the execution of this timber deed has been paid by the Second Party to the First Party as an advance to be depleted weekly as the merchantable pine timber is cut at the rate of \$180.00 per thousand board feet of pine saw timber and \$15.00 per cord of pine pulpwood. The total consideration to be paid by the Second Party to the First Party shall be based on the above stated rates. Second Party will report weekly to the First Party as to the merchantable pine timber cut.
2. All pine trees marked with orange paint will be left by the Second Party at the rate of approximately 30 stems per acre. Second Party will not cut any hardwood.

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.

*Doris T. Bolton* (L.S.)  
Doris T. Bolton  
*Robert N. Bolton Jr.* (L.S.)  
Robert N. Bolton, Jr.

STATE OF ALABAMA

SHELBY COUNTY



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Doris T. Bolton, widow of Robert N. Bolton, & Robert N. Bolton, Jr., a single man whose names are signed to the foregoing conveyance, and who are 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 15<sup>th</sup> day of February A.D., 19 96

*Lawrence H. Fowler Jr.*

Notary Public.

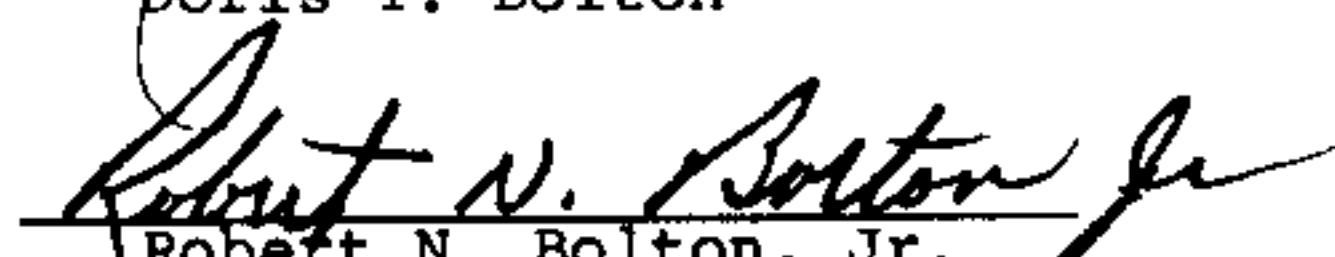
THIS INSTRUMENT PREPARED BY:  
WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW  
COLUMBIANA, ALABAMA 35051

EXHIBIT "A"

Commence at the northwest corner of the NE 1/4 of SE 1/4, Section 25, Township 21 South, Range 1 West, thence proceed south 0 deg. 14 min. east (Mag. Bear.) along the east boundary of the JBL property a distance of 2331.15 feet to a point (mining rail in place); thence turn an angle of 92 deg. 05 min. to the right and proceed north 88 deg. 09 min. west (Mag. Bear.) a distance of 1526.66 feet to the point of beginning (axle in place) of the parcel herein described; thence turn an angle of 0 deg. 45 min. to the left and proceed north 88 deg. 54 min. west (Mag. Bear.) along the south boundary of the JBL property a distance of 749.23 feet to a point (iron pin in place); thence turn an angle of 0 deg. 28 min. to the left and proceed north 89 deg. 22 min. west (Mag. Bear.) along south property line a distance of 586.49 feet to a point (rail in place); thence turn an angle of 76 deg. 38 min. to the right and proceed north 12 deg. 44 min. west (Mag. Bear.) a distance of 225.20 feet to a point (iron pin); thence turn an angle of 77 deg. 20 min. to the left and proceed south 89 deg. 56 min. west (Mag. Bear.) along the south boundary of the JBL property, a distance of 433.0 feet to a point; thence turn an angle of 90 deg. 0 min. to the right and proceed north 0 deg. 04 min. west (Mag. Bear.) a distance of 702.0 feet, more or less, to a point on the south right-of-way line of Bolton Lane; thence easterly along the said south right-of-way line of Bolton Lane, a distance of 120.0 feet, more or less to a point being the end of a 3 deg. curve (iron pin); thence north 89 deg. 03 min. 30 sec. east (MB) along the said south right-of-way line of Bolton Lane a distance of 1755.14 feet to a point; thence turn an angle of 90 deg. 00 min. to the right and proceed south 0 deg. 56 min. 30 sec. east (MB) a distance of 866.0 feet, more or less, to point of intersection with the north boundary of the W. C. Billingsley property; thence turn an angle of 92 deg. 51 min. 30 sec. to the right and proceed north 88 deg. 05 min. West (MB) along the said north boundary of W. C. Billingsley property a distance of 134.0 feet more or less to a point (Axle); thence turn an angle of 100 deg. 57 min. to the left and proceed south 9 deg. 02 min. east a distance of 115.0 feet to point of beginning. The above parcel of land lying in the SE 1/4 of SW 1/4, SW 1/4 of SW 1/4, NW 1/4 of SW 1/4 and NE 1/4 of SW 1/4, Section 25, Township 21 South, Range 1 West, and contains 39.30 acres, more or less; situated in Shelby County, Alabama. Less and except the parcels of land previously conveyed by Robert N. Bolton and wife, Doris T. Bolton.

SIGNED FOR IDENTIFICATION:

  
Doris T. Bolton

  
Robert N. Bolton, Jr.

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