

Grantee's Address:  
Randolph & Randolph Company  
P. O. Box 368  
Centreville, Alabama 35042

STATE OF ALABAMA,

SHELBY COUNTY.

TIMBER DEED

THIS INDENTURE, made and entered into on this the 2<sup>nd</sup> day of July, 1996, by and between GEORGE LINTON MARTIN, JR., a married man; MARGARET SUE TUCKER, a married woman; JULIA MARTIN JONES, a married woman; and FORREST DAVID MARTIN, a married man; hereinafter referred to as Grantors, and RANDOLPH & RANDOLPH COMPANY, a general partnership consisting of Harold E. Randolph and Jeffrey H. Randolph, hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of Sixteen Thousand Seven Hundred Thirty-Five and No/100 (\$16,735.00) Dollars, to Grantors in hand paid by Grantee, the receipt of which is acknowledged, Grantors do hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all timber described as follows:

ALL MERCHANTABLE TIMBER EXCEPT FOR DESIGNATED TREES  
*JHM 7-2-96* AROUND THE BARN AND HOUSE AND BAY TREES *Jan 7/2/96*  
AROUND SPRINGS  
located upon the following described property, lying and being in Shelby County, Alabama, to-wit:

The West one-half of the Northwest quarter of the Southeast quarter, Section 16, Township 24 North, Range 15 East, situated in Shelby County, Alabama.

NONE OF THIS PROPERTY IS THE HOMESTEAD OF THE GRANTORS OR THEIR SPOUSES.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns, in fee simple, together with full and free right of ingress and egress over all of said lands above described and, if necessary, over the adjoining lands of Grantors, with all necessary easements for logging roads and other easements necessary or convenient for removing machinery and equipment or necessary or convenient for cutting and moving the said timber and wood, including the right to move and operate upon said lands skidders, tractors or trucks and other machinery and equipment necessary or convenient for cutting and removing the timber and trees herein conveyed.

Grantors covenant that they are lawfully seized and possessed of the aforesaid timber on the land hereinabove described; that the same is free from all encumbrances and they have a good right to sell and convey the same; that said Grantors will and their heirs and assigns shall warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.

This conveyance is made subject to the following terms and conditions:

1. Grantee shall have until July 2, 1997 to cut the above mentioned timber, or such portion as it wishes to take. Title to any timber on said property not cut by said date shall revert to Grantors. Grantee shall have one month after termination date to remove its machinery, equipment and other property, including all timber which was cut prior to the

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09:28 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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termination date.

2. Grantors do further agree to place and keep Grantee in peaceable possession of said property from the term of this contract for the purpose of exercising its rights hereunder and do hereby agree to protect, indemnify and hold harmless the Grantee from any attempt by anyone to prevent Grantee from the exercise of its rights hereunder and from any claims which may be asserted or sustained against Grantee growing out of Grantee's exercise of its rights hereunder.

2. Grantee shall not be obliged to cut or remove any particular quantity or kinds of timber or to carry on its operations at any particular time or times within the terms hereof, or in any particular manner. Grantee may leave on the property such of the timber or parts thereof as it does not desire to take.

### 3. SPECIAL PROVISIONS:

(a) Grantors acknowledge that prior to the execution of this instrument, Grantors or their representative have determined the boundary lines of the above described property and have fully, accurately, and completely described said boundaries to Grantee. Grantors further agree to defend, protect, and hold Grantee, its agents, employees, and independent contractors, harmless from any and all loss, cost, damages, and/or expense, arising from claims of trespass for any timber cut within the designated boundaries.

(b) If any restriction by law or governmental regulation or if any action or any threatened action from a state, federal or local governmental agency prevents Grantee from cutting and removing the timber purchased hereunder, Grantors hereby agree to reimburse Grantee for the volume that is standing on the tract as a result of such regulation, action or threatened action. Said volume to be determined by joint cruise by Grantee and Grantors.

(c) Grantors hereby agree that in the event said property does not adjoin a public road or is not completely accessible by a public road or by a recorded easement to a public road which allows logging traffic, then the Grantors herein will obtain written access, by the best feasible route, to the closest public road which will allow logging traffic, and the same is hereby conveyed to Grantee.

(d) Grantee hereby agrees to repair any water lines and/or utility lines on said property if damaged by the Grantee during its logging operation.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on the day and year first above written.

 (SEAL)  
GEORGE LINTON MARTIN, JR.

 (SEAL)  
MARGARET SUE TUCKER

 (SEAL)  
JULIA MARTIN JONES

 (SEAL)  
FORREST DAVID MARTIN

STATE OF ALABAMA,  
Shelby COUNTY.

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that George Linton Martin, Jr., a married man, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of June, 1996.

My Commission Expires Dec. 1, 1999

Charlotte Sanford  
NOTARY PUBLIC

STATE OF ALABAMA,  
Shelby COUNTY.

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Margaret Sue Tucker, 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 said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of June, 1996.

My Commission Expires Dec. 1, 1999

Charlotte Sanford  
NOTARY PUBLIC

STATE OF ALABAMA,  
Shelby COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Julia Martin Jones, 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 said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of June, 1996.

My Commission Expires Dec. 1, 1999

Charlotte Sanford  
NOTARY PUBLIC

STATE OF ALABAMA,  
Talladega COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Forrest David Martin, a married man, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2 day of July, 1996.

Ray F. Robbins, II  
NOTARY PUBLIC

Prepared by:  
Ray F. Robbins, II  
Robbins, Owsley & Wilkins  
P. O. Box 479  
Talladega, Alabama 35161

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