

work - 665-2546 - Dobson
English.

TIMBER DEED

This indenture made this 1st day of December, 1986
between Harold Keith English and wife Debra P. English

of the State of Alabama, and County of Shelby
hereinafter called First Party, and Lomax Pulpwood & Lumber Company, Inc.

hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of \$4,000.00

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 the 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 timber, 6" at the stump and larger.~~

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

A parcel of land containing 32.61 acres, more or less, located in the SE 1/4 of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows:

Begin at the NE corner of the SE1/4 of the SE1/4 of said Section 33;

Thence run South along the East Section line a distance of 154.68 feet to the Northerly right-of-way of Highway #70;

Thence turn right 97° 38' 32" along said right-of-way a distance of 53.16 feet;

Thence turn right 00° 48' 04" along said right-of-way a distance of 1156.82

feet to the P. C. of a curve to the left having a central angle of $27^{\circ} 03' 18''$ and a radius of 14484.21 feet;

Thence run along the arc of said curve a distance of 700.84 feet;

Thence turn right from tangent of said curve $105^{\circ} 58' 21''$ a distance of 781.14 feet:

Thence turn right $94^{\circ} 28' 55''$ a distance of 1925.55 feet to the East line of said Section:

Thence turn right $88^{\circ} 09' 26''$ along said line a distance of 679.11 feet to the point of beginning.

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Also the right of ingress and egress over said lands and any adjacent lands of the 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.

No trees are to be cut that are attached to wire fences.

Leave 10 hardwood trees scattered over the property at the discretion of Lomax Pulpwood and Lumber Co., Inc.

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.

Harold Keith English (L.S.)
X Harold Keith English
Debra P. English (L.S.)
X Debra P. English

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 _____

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Notary Public

Witness: Lynda R. Stewart Jr.
Witness: Wendy P. Mc...

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