

WARRANTY TIMBER DEED

12.00
6.00
18.00

STATE OF ALABAMA

COUNTY OF ShelbyKNOW ALL MEN BY THESE PRESENTS, that Robert D. MooreADDRESS: #40 Merry Fox Farms Rd. Abbeville, AL 35007 SS#: 279-14-4435(Grantor), for and in consideration of the sum of: \$40,000.00

Inst # 1997-10234

in hand paid by Jimmy Thornton Timber Co., Inc., whose address is P. O. Box 84, Wetumpka, Alabama 36092, the receipt and sufficiency whereof are hereby acknowledged, do hereby grant, bargain, sell and convey unto the said, Jimmy Thornton Timber Co., Inc., Grantee, its successors and assigns, timber described below

which are deemed capable of economic harvesting and manufacturing by Grantee, now standing and growing upon the following described lands to wit: all merchantable pine & hardwood timber except

hickory timber and except a 10" DBH tree every 75 feet M/L.

the E 1/2 SW 1/4 S 9 T 21 S R 3 W & a parcel lying within the S 1/2

SW 1/4 NW 1/4 S 9 T 21 S R 3 W and a parcel lying within the SE 1/4 SE 1/4 S 17 T 21 S

R 3 W
The said Grantee, its successors, agents, servants, employees and assigns, shall have the right of ingress, egress, and regress over, across, and along said lands for the purpose of cutting and removing said timber, and free right of way over and across said lands for such roads and ditches as Grantee may desire to construct, build, open to be used in connection with cutting and removing said timber. Grantee herein, and assigns shall have the unqualified right to use such methods, equipment and machinery, as Grantee deems necessary to log and remove said timber. Grantee will reasonably operate under the Best Management Practices recommended by the Alabama Forestry Commission. All perimeter fences will be repaired if damaged.

Grantors, realizing that damage to understory, trees not to be cut and removed and the surface of the above described property will occur when the trees to be cut are removed and harvested, by these presents do release Grantee, its successors and assigns from any claim of damage to understory, other trees not to be removed, and said property during the time for the removal of the timber herein conveyed.

Grantors agree that Grantee shall be allowed 12 months from the date of this deed within which to cut and remove said timber.

TO HAVE AND TO HOLD the same to the only proper use, benefit and behoof of Grantee, its successors and assigns. And we do for ourselves, and for our heirs, executors, administrators, successors and assigns covenant with Grantee, its successors and assigns, that we are lawfully seized of the property conveyed; that it is free from all encumbrances; that we have a good right to sell and convey the said property; that we will, and our heirs, executors, administrators, successors and assigns shall warrant and defend the same to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Hazards and SAFETY PRECAUTIONS have been discussed concerning timber removal operations.

IN WITNESS WHEREOF, Grantors have set their hands and seals, this 20th day of March, 1997.

John Doster
Witness

Robert D. Moore
Grantor

Notary Public

George Champion
Grantee

For: J.T.T.C. Inc.

04/03/1997-10234
10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 SNA 20.50