

STATE OF ALABAMA
COUNTY OF SHELBY

TIMBER DEED

Inst # 1997-19153

This indenture made this 18th day of June, 1997, between

Stancil Handley, a single man

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

hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of Fifteen Thousand and no/100

-----DOLLARS

(\$15,000.00)----- 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 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 pine and hardwood trees located on the property described in Exhibit "A".

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED
HEREIN BY REFERENCE.

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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.

Mike H.

December 31, 1997


The term of this contract shall be until 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.



Stencil Handley (L.S.)

(L.S.)

STATE OF ALABAMA

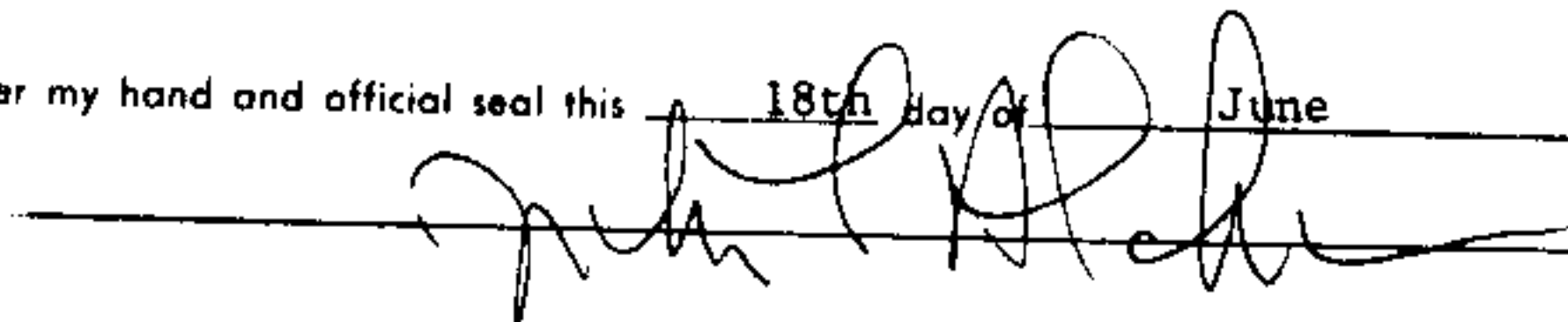
SHELBY

COUNTY



I, _____ the undersigned authority _____, a Notary Public in and for said County, in said State, hereby certify that Stencil Handley 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 18th day of June A.D., 19 97



Notary Public.

My commission expires: 10-16-2000.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

Beginning at the Southeast corner of Section 26, Township 21 South, Range 1 West, Columbiana, Shelby County, Alabama and run thence Northerly along the East line of said Section a distance of 39.20 feet to a steel pin corner on the Southwesterly right of way line of an eighty foot wide right of way belonging to Alabama Gas Corporation; thence turn 20 degrees 39 minutes 26 seconds to the left and run Northwesterly along said right of way line 1,922.05 feet to a steel pin corner; thence turn 159 degrees 45 minutes 58 seconds to the left and run Southerly along the back line of the Clearyland Subdivision a distance of 1,193.92 feet to a steel pin corner; thence turn 00 degrees 05 minutes 34 seconds to the left and continue Southerly 660.20 feet to a steel pin corner on the South line of said Section 26; thence turn 90 degrees 53 minutes 58 seconds to the left and run Easterly along said Section line a distance of 663.49 feet to the point of beginning.

PARCEL III:

Beginning at the Northeast corner of Section 35, Township 21 South, Range 1 West, Columbiana, Shelby County, Alabama and run thence Southerly along the East line of said Section 35 a distance of 384.96 feet to a steel pin corner; thence turn 88 degrees 32 minutes 38 seconds to the right and run Westerly 649.30 feet to a steel pin corner; thence turn 89 degrees 20 minutes 41 seconds to the right and run Northerly 385.33 feet to a steel pin corner on the North line of said Section 35; thence turn 90 degrees 41 minutes 44 seconds right and run Easterly along said Section line 663.49 feet to the point of beginning.

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