

STATE OF ALABAMA
COUNTY OF Shelby

TIMBER DEED

This indenture made this 16th day of July, 1997, between

Charles E. Baxley and J.W. Baxley

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 \$32,230.00 (thirty
two thousand two hundred thirty & 00/100)

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 Timber

07/16/1997-22400
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SHELBY COUNTY JUDGE OF PROBATE
43.50

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

A Portion of the $5\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$
and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the
SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$
of the SE $\frac{1}{4}$ of Section 20, Township 22S,
Range 2W. less $\frac{3}{4}$ AC in the SW corner. All
land contains 43 AC more or less.

Also Block # 156 containing 3.6 AC and Block
157, a portion containing Approx 1 AC more or less
East of Newtown Creek. All located on the John
H. Dunstan Survey and Map of Calera.

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.

Inst # 1997-22400

The term of this contract shall be 6 mo. from the date hereof and Second Party is to have the above granted property, rights and privileges for said length of time.

Inst # 1997-22400

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.

It is Agreed upon First party that if any portion of land is sold that second party (LOMAX Pulpwood) within 30 days of sale period the timber will be removed from that portion.

LOMAX carries one million dollars in liability Ins. and hold the Baxley Bros. harmless.

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.

X Charles E. Bayley (L.S.)
X J.W. Bayley (L.S.)

STATE OF ALABAMA

Shelby COUNTY



I, Rachel Tate, a Notary Public in and for said County, in said

State, hereby certify that Charles E. Bayley and J.W. Bayley

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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of July A.D., 19 97
Rachel Tate

LOMAX PULPWOOD
& LUMBER CO., INC.

MY COMMISSION EXPIRES FEB. 12, 2000

07/16/1997-22400
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SHELBY COUNTY JUDGE OF PROBATE
002 MEL 43.50

Notary Public.

TY SOCKWELL
P. O. Box 833
Columbiana, AL 35051

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