

STATE OF ALABAMA  
COUNTY OF SHELBY

# TIMBER DEED

This indenture made this 15th day of August, 1997, between

Cornelia Newsome, widow of Joe Newsome

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

hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of \_\_\_\_\_  
TWENTY-FOUR THOUSAND AND NO/100 ----- (\$24,000.00) DOLLARS

\_\_\_\_\_ 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.

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

The NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 11, Township 21 South, Range 1 East,  
Shelby County, Alabama.

LESS AND EXCEPT the parcel of land conveyed to Tint Merrell as  
described in Deed Book 132, Page 53 in the Office of the Judge  
of Probate of Shelby County, Alabama.

Subject to right of way and easement for access as described in  
Real Book 31, Page 481 in the Office of the Judge of Probate of  
Shelby County, Alabama.

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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.

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The term of this contract shall be 12 mos. 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.

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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

Cornelia Newsome (L.S.)  
Cornelia Newsome

Witness:  
Peggy J. Letson (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 Cornelia Newsome, widow of Joe Newsome

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

Given under my hand and official seal this 15th day of August A.D. 19 97

Conrad M. Fowler Jr.

Notary Public.