

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). <input type="checkbox"/>		No. of Additional Sheets Presented: <u>1</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		
1. Return copy or recorded original to: FIRST NATIONAL BANK OF SHELBY COUNTY P.O. BOX 977 COLUMBIANA, AL 35051			<div style="writing-mode: vertical-rl; transform: rotate(180deg);">Inst # 1997-26369</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">08/18/1997-26369</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">04:08 PM CERTIFIED</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">005 MCD 68.50</div>		
Pre-paid Acct. # _____					
2. Name and Address of Debtor (Last Name First if a Person) LOMAX PULPWOOD INC 4030 7TH ST NO CLANTON, AL 35045					
Social Security/Tax ID# [REDACTED]					
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)					
Social Security/Tax ID# _____					
<input type="checkbox"/> Additional debtors on attached UCC-E			FILED WITH:		
3. Name and Address of Secured Party FIRST NATIONAL BANK OF SHELBY COUNTY 106 EAST COLLEGE STREET PO BOX 977 COLUMBIANA, AL 35051			4. Name and Address of Assignee of Secured Party (IF ANY)		
Social Security/Tax ID# [REDACTED]					
<input type="checkbox"/> Additional secured parties on attached UCC-E					
5. The Financing Statement Covers the Following Types (or items) of Property: See attached sheet(s) for complete desc. Record Owner: LOMAX PULPWOOD INC Real Estate Desc.: SEE ATTACHED FOR LEGAL DESCRIPTION.					
Collateral Desc.: TIMBER DEED WITH BOBBY ETRESS & LINDA ETRESS ALL ADDITIONS AND ACCESSIONS THERETO AND PROCEEDS THEREOF. THE INCLUSION OF PROCEEDS IN THE FINANCING STATEMENT DOES NOT AUTHORIZE THE DEBTOR TO SELL OR DISPOSE OF THE COLLATERAL WITHOUT SPECIFIC AUTHORIZATION OF THE SECURED PARTY.					
Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.					
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor. <input type="checkbox"/> as to which the filing has lapsed.			7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ 33,000.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5).		
			Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature - see Box 6).		
Signature(s) of Debtor(s) [Signature] LOMAX PULPWOOD INC Type Name of Individual or Business			Signature(s) of Secured Party(ies) or Assignee Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business		
(1) FILING OFFICER COPY - ALPHABETICAL (3) FILING OFFICER COPY - ACKNOWLEDGEMENT (5) FILE COPY - DEBTOR(S) (2) FILING OFFICER COPY - NUMERICAL (4) FILE COPY - SECURED PARTY(IES)					

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TIMBER DEED

This indenture made this 12th day of August, 1997, between

Bobby Etress and wife Linda Etress

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 \$33,000.00

_____ 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 trees except for one pine tree marked with yellow ribbon that is to be left.

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

See attached Exhibit "A"

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.

The term of this contract shall be 90 days 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.

Limbs and tops are to be concentrated at the loading area as much as possible.

No logging during extremely wet weather.

No logging activity to take place on rented trailer lot delineated by pink ribbon on south side of the property.

[Handwritten initials]

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 Bobby Etress (L.S.)
Bobby Etress
X Linda Etress (L.S.)
Linda Etress

STATE OF ALABAMA
Shelby COUNTY

Renee S. Benton, a Notary Public in and for said County, in said State, hereby certify that Bobby Etress + Linda Etress whose name 12 signed to the foregoing conveyance, and who 12 known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance I executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of August A.D. 1997

Renee S. Benton
My Commission Notary Public
Expires 10-13-98

Description in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 21, South, Range 1 East, Shelby County, Alabama.

For: Bobby and Linda Etress
26045 Hwy. 145

EXHIBIT "A"

Begin at the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 27, T-21-S, R-1-E;
Thence proceed South, along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ Sec., for a distance
of 786.76 feet, to the West right of way line of Ala. State Hwy. No. 145;
Thence turn a deflection angle of 19 deg. 51 min. 06 sec. to the right, to
the Tangent of a right of way curve, and proceed along said right of way
curve, whose Delta angle is 02 deg. 35 min. 33 sec. to the left, Radius is
7,739.44 ft., Tangent distance is 175.12 ft., Arc distance is 350.18 ft.,
Chord distance is 350.15 ft.; Thence turn a deflection angle of 91 deg.
26 min. 18 sec. to the right, from the Tangent of said right of way curve,
and proceed for a distance of 374.15 feet; Thence turn a deflection angle
of 24 deg. 11 min. 32 sec. to the left, and proceed for a distance of
57.07 feet; Thence turn a deflection angle of 13 deg. 38 min. 43 sec. to
the left, and proceed for a distance of 181.43 feet; Thence turn a deflection
angle of 78 deg. 31 min. 48 sec. to the right, and proceed for a distance
of 113.00 feet; Thence turn a deflection angle of 56 deg. 59 min. 25 sec.
to the left, and proceed for a distance of 125.50 feet; Thence turn a
deflection angle of 53 deg. 43 min. 37 sec. to the left, and proceed for
a distance of 147.00 feet; Thence turn a deflection angle of 29 deg. 05 min.
00 sec. to the left, and proceed for a distance of 91.70 feet; Thence turn
a deflection angle of 55 deg. 47 min. 03 sec. to the right, and proceed
for a distance of 377.24 feet, to the Southwest corner of the NW $\frac{1}{4}$ of the
NE $\frac{1}{4}$ of Sec. 27; Thence turn a deflection angle of 114 deg. 29 min. 02 sec.
to the right, and proceed North, along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ Sec.
for a distance of 1334.98 feet, to the Northwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ Sec.;
Thence turn an angle of 90 deg. 38 min. 06 sec. to the right and proceed
East, along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ Sec. for a distance of 1330.54 feet
to the point of beginning.



FRANK W. WHEELER
LAND SURVEYING
P. O. BOX 356
COLUMBIANA, ALA. 35021 * 1995-19063

07/19/1995-19063
02:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.50

SCHEDULE A CONTINUED
LEGAL DESCRIPTION

PARCEL II:

Begin at the NE corner of the NW 1/4 of NE 1/4 of Section 27, Township 21 South, Range 1 East; thence run South 2 degrees 27 minutes east along the east boundary of said 1/4-14 section a distance of 812 feet to a point; thence turn an angle of 18 degrees 51 minutes to the right and run a distance of 327 feet to a point; thence turn an angle 91 degrees 23 minutes to the right and run a distance of 409.7 feet to a point; thence turn an angle of 38 degrees 43 minutes to the left and run 218.7 feet to a point; thence turn an angle of 78 degrees 53 minutes to the right and run a distance of 113.0 feet to a point; thence turn an angle of 57 degrees 10 minutes to the left and run a distance of 189.4 feet to a point; thence turn an angle of 130 degrees 57 minutes to the right and run a distance of 1332.0 feet to the point of beginning. Said parcel of land is lying in the NW 1/4 of NE 1/4 of Section 27, Township 21 South, Range 1 East.

Situated in Shelby County, Alabama.

08/18/1997-26369
04:08 PM CERTIFIED
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Inst # 1997-26369

Inst # 1995-19064

07/19/1995-19064
02:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.00