

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented: 1

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

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Officer

Inst # 1997-26370
08/18/1997-26370
04:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

LOMAX PULPWOOD TIMBER CO., INC
4030 7TH ST NO
CLANTON, AL 35045

Social Security/Tax ID#

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID#

☐ Additional debtors on attached UCC-E

3. Name and Address of Secured Party

FIRST NATIONAL BANK OF SHELBY COUNTY
106 EAST COLLEGE STREET PO BOX 977
COLUMBIANA, AL 35051

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

FILED WITH:

4. Name and Address of Assignee of Secured Party

(IF ANY)

5. The Financing Statement Covers the Following Types (or items) of Property:

See attached sheet(s) for complete desc.

Record Owner: SEE ATTACHED FOR LEGAL DESCRIPTION

Real Estate Desc.: SEE ATTACHED FOR LEGAL DESCRIPTION

Collateral Desc.: TIMBER DEED WITH CONELIA NEWSOME
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.

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

0 0 0
1 0 0
2 0 0
7 0 0

Check X if covered: ☒ 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)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor.
☐ 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 \$ 24,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

☒ 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)

James R. Adkins, Jr. - Pres.

Signature(s) of Debtor(s)

LOMAX PULPWOOD TIMBER CO., 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
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED PARTY(IES)

(5) FILE COPY - DEBTOR(S)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC 1

COPY

STATE OF ALABAMA

COUNTY OF SHELBY

TIMBER DEED

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

Cornelia Newsome, widow of Joe Newsome

Inst # 1997-26021

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.

COPY

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.
Inst # 1997-26021 Notary Public.

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