

# WARRANTY TIMBER DEED

6.00  
2.50  
8.50

STATE OF ALABAMA  
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS, that James Kidd 669-7519

ADDRESS: P.O. Box 95 Wilsonville, AL 35186 SS#: [REDACTED]

(Grantor), for and in consideration of the sum of: \$26,000.00

Inst # 1997-30843

in hand paid by Jimmy Thornton Timber Co., Inc., whose address is P. O. Box 84, Wetumpka, Alabama 36092, the receipt and sufficiency whereof are hereby acknowledged, do hereby grant, bargain, sell and convey unto the said, Jimmy Thornton Timber Co., Inc., Grantee, its successors and assigns, all merchantable pine timber except in yard which are deemed capable of economic harvesting and manufacturing by Grantee, now standing and growing upon the following described lands to wit: lying within the W 1/4 of the NW 1/4 lying Northwest of Highway 25 Section 31 Township 20 South Range 2 East

The said Grantee, its successors, agents, servants, employees and assigns, shall have the right of ingress, egress, and regress over, across, and along said lands for the purpose of cutting and removing said timber, and free right of way over and across said lands for such roads and ditches as Grantee may desire to construct, build, open to be used in connection with cutting and removing said timber. Grantee herein, and assigns shall have the unqualified right to use such methods, equipment and machinery, as Grantee deems necessary to log and remove said timber. Grantee will reasonably operate under the Best Management Practices recommended by the Alabama Forestry Commission.

Grantors, realizing that damage to understorey, trees not to be cut and removed and the surface of the above described property will occur when the trees to be cut are removed and harvested, by these presents do release Grantee, its successors and assigns from any claim of damage to understorey, other trees not to be removed, and said property during the time for the removal of the timber herein conveyed.

Grantors agree that Grantee shall be allowed 12 months from the date of this deed within which to cut and remove said timber.

TO HAVE AND TO HOLD the same to the only proper use, benefit and behoof of Grantee, its successors and assigns. And we do for ourselves, and for our heirs, executors, administrators, successors and assigns covenant with Grantee, its successors and assigns, that we are lawfully seized of the property conveyed; that it is free from all encumbrances; that we have a good right to sell and convey the said property; that we will, and our heirs, executors, administrators, successors and assigns shall warrant and defend the same to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Hazards and SAFETY PRECAUTIONS have been discussed concerning timber removal operations.

IN WITNESS WHEREOF, Grantors have set their hands and seals, this 5th day of September, 1997.

Witness \_\_\_\_\_

Notary Public \_\_\_\_\_

James Kidd  
Grantor

George Champion  
Grantor

For: Jimmy Thornton Timber Co. Inc.  
Inst # 1997-30843

09/25/1997-30843  
09:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 9.50

F.W.B. Wetumpka