

STATE OF ALABAMA

SHELBY COUNTY

Inst # 1998-07485

03/04/1998-07485
12:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCO 17.00

10.00
8.00
16.00

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS, That MONNIE R. RIDDLE for and in consideration of the sum of TEN AND no/100 (\$10.00) Dollars and other good and valuable consideration to MONNIE R. RIDDLE in hand paid by JIMMY THORNTON TIMBER CO., INC., the receipt whereof is hereby acknowledged, do grant, bargain, sell, and convey unto said JIMMY THORNTON TIMBER CO. INC., the following described timber, growing on the following described lands situated in the County of Shelby, and State of Alabama to-wit:

ALL MERCHANTABLE TIMBER, standing and down, in the North 1/2 of the Southeast 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southeast 1/4, all being in Section 2, Township 21 South, Range 1 West, Shelby County, Alabama.

together with the right of ingress, egress, and regress for said Jimmy Thornton Timber Co., Inc., its agents, servants, contractors, employees, successors, and assigns, over, across and along said lands for the purpose of cutting, and removing said timber and the right to install on said lands machinery, equipment, roads and other structures that

may be useful, necessary, or convenient in the business of logging and removing said timber together with the right to remove same within 30 days after final date for cutting and removal hereunder. At the expiration of said 30 days, all rights of the parties growing out of the execution of this contract shall terminate. The Grantee shall have eighteen (18) months from the date of execution of this deed to cut and remove said timber, and all timber remaining on said lands at the expiration of said time shall then revert to and vest in the Grantor, Monnie R. Riddle or her heirs and assigns.

By accepting and executing this instrument, Buyer and Seller agree to the conditions and requirements set out in Exhibit "A" attached hereto:

TO HAVE AND TO HOLD the same to the said Jimmy Thornton Timber Co., Inc., its successors and assigns forever. And I do, for myself and my heirs, executors, and administrators, covenant with the same Jimmy Thornton Timber Co., Inc., its successors and assigns, that I am lawfully seized in fee simple of the property herein conveyed; that I shall continue to pay all ad valorem taxes against the above described land the trees located thereon; that it is free from all encumbrance; and that I have a good right to sell and convey the said property; that I and my successors and assigns, and heirs, executors, and administrators shall warrant and defend the same to the said Jimmy Thornton Timber Co., Inc., its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Given under my hand this the 20th. day of February, 1998.

Monnie R. Riddle
Monnie R. Riddle

I, the undersigned authority, a Notary Public in and for said State of Alabama, hereby certify that Monnie R. Riddle, 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 this conveyance, executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and seal this the 20th. day of February, 1998.

James M. Davis
notary Public

MY COMMISSION EXPIRES FEBRUARY 28, 2000

THIS INSTRUMENT PREPARED BY: LEWIS & BAGWELL FORESTRY
CONSULTANTS
SAMUEL DAVID LEWIS
P. O. BOX 208
TALLADEGA, ALABAMA 35160

EXHIBIT "A"

1. Buyer agrees to notify the owner's agent when logging is to begin or is to be suspended for any extended period.
2. Buyer agrees that a 30 gallon trash can will be used on the logging decks at all times as a receptacle for all trash, lunch papers, bottles, oil cans and filters, and other man-made debris brought onto the site by his contract loggers.
3. Buyer agrees to exercise due care to prevent the spread and occurrence of woodfires on the sale area.
4. Buyer agrees to repair all logging roads at the end of harvest so that they are in a good condition. That is all ruts will be filled in and the road surfaces smoothed.
5. Buyer covenants and agrees to defend, and indemnify and hold Owner harmless against all liability, loss, claims, and damages suffered by reason of any actions or omissions, by Company, or its employees, agents, or subcontractors while occupying the Owner's land under the terms of this agreement.
6. Buyer will have in force General Liability insurance in amounts of \$500,000. Public Liability insurance in minimum amounts of \$500,000 and Workman's Compensation as required by law.
7. Buyer agrees to follow all State and Federal environmental laws while harvesting the timber on the Owner's property.
8. Buyer agrees that his contract logger will harvest in a good and workmanlike manner.

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