

State of ALABAMA

**COLLATERAL ASSIGNMENT
OF TIMBER DEED**

County of SHELBY

THIS ASSIGNMENT made and entered into on this the 22ND day of NOVEMBER,
19 99, by and between SOUTHEAST WOOD PRODUCTS, INC.

hereinafter referred to as "Assignor" and *West Alabama Bank & Trust*, hereinafter referred to as
"Assignee" or "Bank".

Witnesseth:

In consideration of that certain loan or those certain loans which may be made by the Bank to

SOUTHEAST WOOD PRODUCTS, INC.

or which have been made by the Bank to SOUTHEAST WOOD PRODUCTS, INC.

the undersigned hereby assigns to *West Alabama Bank & Trust*, the Timber Deed listed and set forth in
the exhibit (containing 6 pages) marked "Exhibit A" attached hereto and incorporated herein by
reference, and all right, title, and interest of the undersigned in and to the same and all the proceeds
thereof.

1. The undersigned Assignor hereby authorizes the Bank, or Assignee, in the name of the
Bank or otherwise, to demand, sue for, collect and give acquaintance for any and all monies due
and/or to become due upon or by virtue of said Timber Deed and to compromise, prosecute or
defend any action, claim, or proceeding with the respect thereto, to sell, assign, pledge or make
any agreement regarding or otherwise dealing with the same with the respect to said Timber Deed,
to exercise all the rights and remedies which the undersigned Assignor might exercise by for the
execution of this instrument.

2. The Assignor hereby warrants to the Bank that the Assignor is the holder of said Timber
Deed and every part thereof and that none of said Timber Deed has been previously pledged or
encumbered.

The covenants and warranties of the Assignor herein set forth shall inure to the benefit not only
of the Bank but also of its successors and assigns.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument on the day and date
first above written.


SOUTHEAST WOOD PRODUCTS, INC.
BY: GREGORY D. TURNER, ITS PRESIDENT

Inst # 1999-50290

12/14/1999-50290
10:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 HNS 208.10

State of ALABAMA

Corporate Acknowledgement

County of PICKENS

I, BRIDGET C. LEE, a Notary Public in and for said County, in said State, hereby certify that GREGORY D. TURNER whose name(s) as PRESIDENT of SOUTHEAST WOOD PRODUCTS, INC., a corporation, 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 such conveyance HE as such OFFICER and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 22 day of NOVEMBER, 1999.

Bridget C. Lee
Notary Public

My commission expires: 6-16-2002

* * * * *

State of _____

Individual Acknowledgement

County of _____

I, _____, a Notary Public in and for said State, hereby certify that _____ whose name(s) _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day that being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 19____.

Notary Public

My commission expires: _____

* * * * *

GRANTOR:

Name: ROBERT F. EDDINGS

SHERRY E. ROBINSON

Address: _____

Phone: _____

GRANTEE:

Name: SOUTHEAST WOOD PRODUCTS, INC.

Address: P.O. BOX 789

REFORM, AL 35481

Phone: _____

THIS INSTRUMENT PREPARED BY:
WEST ALABAMA BANK & TRUST
P.O. BOX 310
REFORM, ALABAMA 35481-0310
PHONE: 205/375-6261

EXHIBIT "A"

This instrument prepared by:
 Jon R. Ingram, R.F.
 P.O. Box 324
 Soginaw, AL 35137

TIMBER SALE AND PURCHASE CONTRACT

STATE OF ALABAMA)

SHELBY COUNTY)

THIS CONTRACT is entered into on NOV 15, 1999,
 By Robert F. Eddings and Sherri E. Robinson ("Seller"), and
 Southeast Wood Products, Inc. ("Purchaser").

Seller, for and in consideration of the sum of One hundred fifteen thousand seven hundred sixty nine dollars and no cents (\$ 115,769.00) paid by Purchaser, the receipt whereof is hereby acknowledged, Seller hereby grants, bargains, sells and conveys unto Purchaser all merchantable pine timber except for blue banded trees and any pine timber inside the yellow marked area around the houses and lake on the following described real estate (the "Timber"):

A part of the S 1/2 of the NW 1/4 of S 9, Twp 22 S, R 3 W described as follows: Begin at the SE corner of said S 1/2 of NW 1/4 and run N 11 chains 77 links to a point; thence W 30 chains; thence S 11 chains 77 links to the south boundary of the S 1/2 of the NW 1/4; thence E 30 chains to the point of beginning; also the N 1/2 of the SW 1/4 of S 9, Twp 22 S, R 3 W, lying E of Shelby County Highway 15. Also, part of the N 1/2 of the SW 1/4 of S 9, Twp 22 S, R 3 W, described as follows: Commence at the NE corner of said N 1/2 of SW 1/4 and run W 30 chains to the point of beginning; thence S 624 feet parallel to the E line of said 1/4 S; thence E 624 feet parallel to the S line of said 1/4 S; thence N 624 to a point on the N line of said 1/4 S; thence W 624 feet to the point of beginning as shown on the attached Exhibit "A" together with the right of ingress, egress and regress for Purchaser, its agents, servants, contractors, employees, successors and assigns, over, across and along said lands, for the purpose of cutting and removing the timber, the parties hereto agree as follows:

SIGNED FOR IDENTIFICATION PURPOSES:

Gregory D. Turner
 SOUTHEAST WOOD PRODUCTS, INC.
 BY: GREGORY D. TURNER, ITS PRESIDENT

1. The Seller covenants with the Purchaser that it is free from all encumbrances unless otherwise noted, that they have a good right to sell and convey the timber from said land, and they will warrant and defend the Purchaser's right to cut and remove said timber from the above described land against lawful claims of all persons.

2. Title to the Timber shall revert to Seller if any of the Timber is not removed from said lands before December 31, 2000.

3A. Purchaser shall provide and maintain at its expense the following insurance protecting it, and the Seller to extent of all indemnification obligations hereunder, from claims arising out of or resulting from Purchaser's operations hereunder.

(a) Workers' Compensation in statutory requirements and Employer's Liability with limits of liability of not less than One Hundred Thousand Dollars (\$100,000.00) per accident.

(b) Commercial General Liability including Blanket Contractual Coverage, Broad Form Property Damage, and Personal Injury, with not less than Five Hundred Thousand Dollars (\$500,000.00) general aggregate limit per policy year for bodily injury or property damage.

(c) Business Automobile Liability covering owned, hired, leased and non-owned vehicles, with not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit for bodily injury or property damage per occurrence.

(d) The policies of insurance shall be written on an occurrence basis and shall include a provision for severability of interest to the extent of any indemnification obligations of Purchaser under this Agreement. Prior to the commencement of the removal of the Timber, Purchaser shall furnish Seller with certificates of insurance providing evidence of the insurance required. Such certificates shall provide for ten (10) days prior written notice to Sellers of either cancellation or material alteration of the above types or amounts of insurance.

SIGNED FOR IDENTIFICATION PURPOSES:


SOUTHEAST WOOD PRODUCTS, INC.
BY: GREGORY D. TURNER, ITS PRESIDENT

3B. The purchaser agrees to protect, defend, indemnify, pay and hold the Seller free and harmless from and against any and all losses, claims, liens, demands, liabilities and causes of action of every kind and character including the amount of judgments, penalties, interest, court costs and legal fees incurred by the Sellers in defense of same arising in favor of any party, all claims, or demands of every character occurring or in anywise incident to, in connection with, or arising directly or indirectly out of any of the Purchaser's operations hereunder and caused by any act or omission of the Purchaser, its agents and employees and subcontractors.

4. Purchaser shall conduct cutting, logging and all other operations hereunder in careful and prudent manner and in such way as not unreasonably to damage or destroy growing timber not sold to Purchaser, shall pay to Seller twice an agreed upon stumpage rate for timber not sold to Purchaser that may be willfully or negligently cut, damaged or destroyed by Purchaser or its agents, servants, employees or contractors; not including, however non-conveyed trees the removal of which is necessary for reasonable entrance to the lands above described. Skid trails and log ramps shall be kept to a minimum number necessary for removal of timber. The Purchaser, or its agents, employees or contractors will remove from the Sellers property all containers, paper, cans, bottles, cable or other manmade debris they produce while removing this timber. All streams, gates, existing roads, county maintained ditches and powerline R-O-W's will be at all times kept free of tops, limbs or other logging debris. All roads and culverts existing prior to closing date will be left in as good condition as at the start of logging operations. Purchasers are to comply with Alabama Best Management Practices.

5. The Sellers agent shall be notified before logging is begun and one week before logging is completed. Representatives of Seller will make periodic inspections of

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SOUTHEAST WOOD PRODUCTS, INC.
BY: GREGORY D. TURNER, ITS PRESIDENT

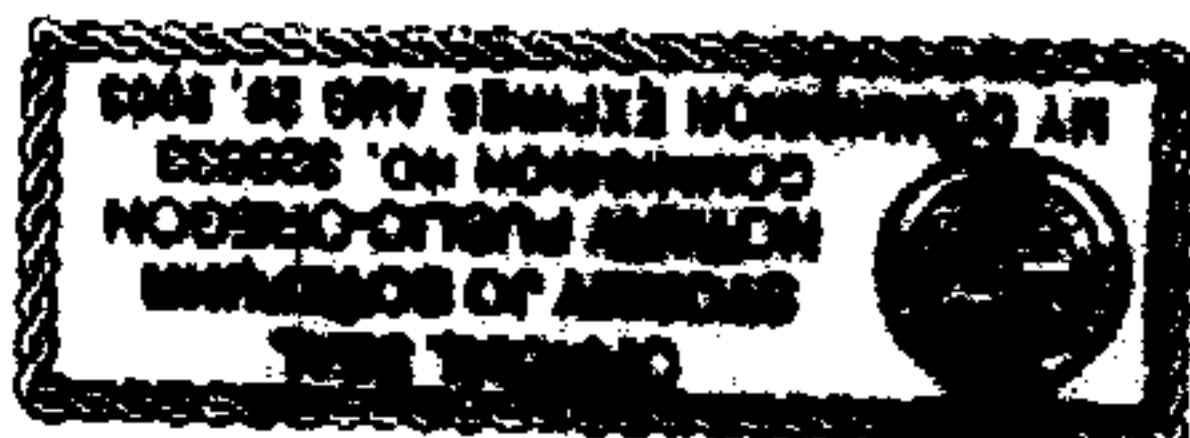
cutting and logging operations hereunder during the term of this contract, and Purchaser agrees, promptly upon demand therefore, to correct any violations hereunder which such inspections may disclose. Performance bond shall be returned to Purchaser upon satisfactory completion of cutting and removal operations or in the event any damage is done to subject property by Purchaser or his agent or assign, part or all of bond may be used to repair damage or forfeited as liquidated damages.

6. All risks of loss or damage to the Timber shall be on the Purchaser from and after the date of this contract, and no damage to or destruction of the Timber shall relieve Purchaser of any of its options hereunder.

7. Purchaser shall pay all severance and like taxes on the Timber and all ad valorem taxes on its machinery and equipment on the land.

8. This contract and all the terms and provisions and covenants hereof and all the rights, title, powers and options herein contained shall be binding upon and shall inure to the benefit of and be exercised by the successors and assigns of the respective parties and the Grantees and successors in title of the Sellers. This contract and the rights, benefits, powers and privileges hereunder may be assigned or transferred by either party hereto, but no such assignment or transfer by Purchaser shall release Purchaser from any of its obligations under this contract.

In witness whereof, the parties hereto have executed this contract on the day and year first written above.



Seller:

Robert F. Eddings
Robert F. Eddings

Date: Nov 15, 1999

Gregory D. Turner
Date: 11/15/99

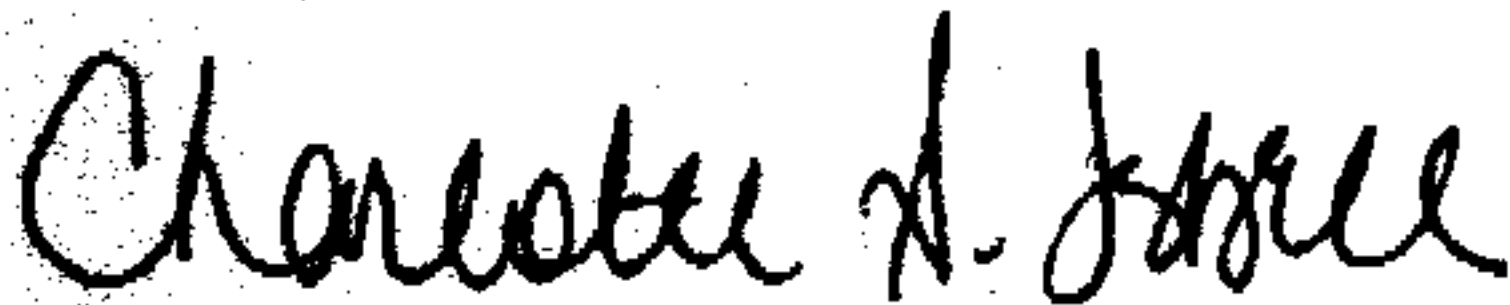
SIGNED FOR IDENTIFICATION PURPOSES:

Gregory D. Turner
SOUTHEAST WOOD PRODUCTS, INC. BY: GREGORY D. TURNER, ITS PRESIDENT

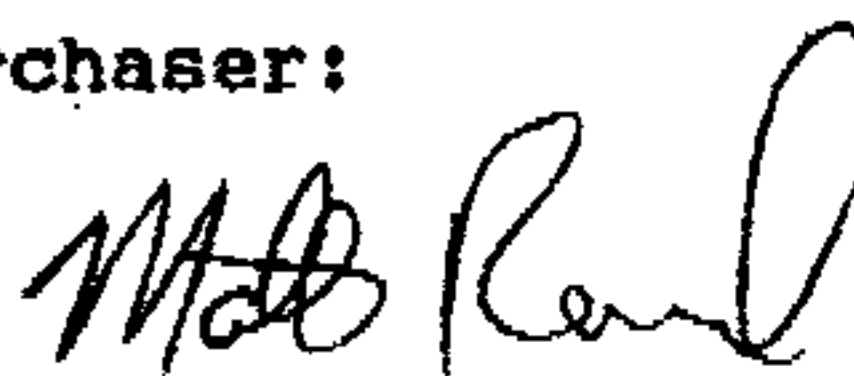
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct. 23, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

 11/12/99

Sherri E. Robinson



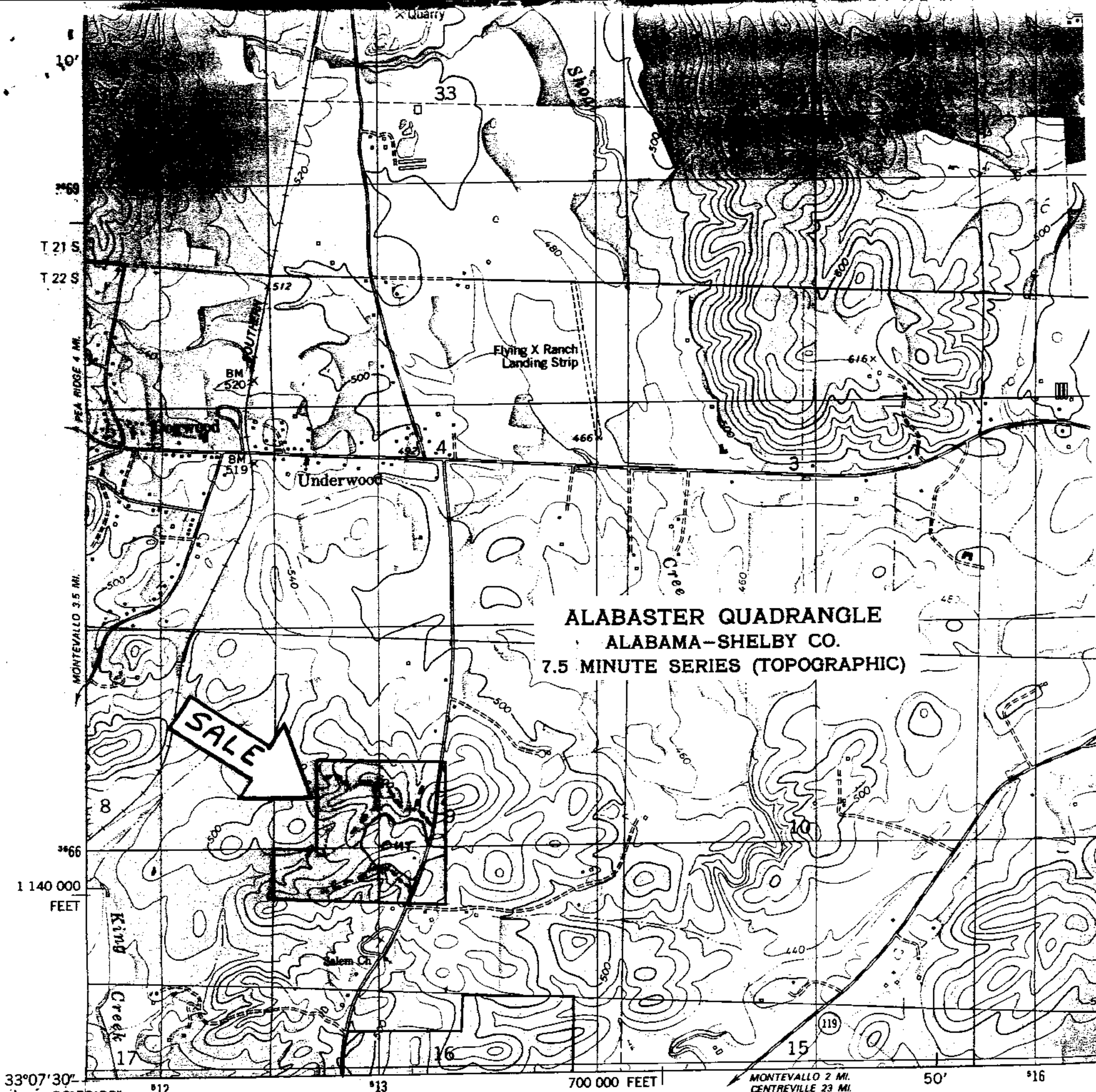
Purchaser:



Southeast Wood Products

SIGNED FOR IDENTIFICATION PURPOSES:


SOUTHEAST WOOD PRODUCTS, INC.
BY: GREGORY D. TURNER, ITS PRESIDENT



ALABASTER QUADRANGLE
ALABAMA-SHELBY CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)

Mapped, edited, and published by the Geological Survey

Control by USGS and NOS/NOAA

Topography by photogrammetric methods from aerial photographs taken 1974. Field checked 1975. Map edited 1980

Projection and 10,000-foot grid ticks: Alabama coordinate system, west zone (transverse Mercator)

1000-meter Universal Transverse Mercator grid, zone 16
1927 North American Datum

To place on the predicted North American Datum 1983
move the projection lines 10 meters south and
2 meters west as shown by dashed corner ticks

Fine red dashed lines indicate selected fence and field lines where
generally visible on aerial photographs. This information is unchecked
SIGNED FOR IDENTIFICATION PURPOSES:

Gregory D. Turner
SOUTHEAST WOOD PRODUCTS, INC. BY: GREGORY D. TURNER, ITS PRESIDENT

T. 22 S.
R. 3 W.

GN
0°06' 2 MILS
1 1/2° 27 MILS

Inst # 1999-50290

UTM GRID AND 1980 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET

12/14/1999-50290
10:07 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

DOB HNS 208.10

A FO.