


This instrument prepared by:  
Lomax Pulpwood & Lumber Co., Inc.  
4030 7<sup>th</sup> St. North  
Clanton, AL 35045

  
20060616000289330 1/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
06/16/2006 02:42:42PM FILED/CERT

**STATE OF ALABAMA**

COUNTY OF SHELBY



**TIMBER**

**DEED**

This indenture made this 16<sup>th</sup> day of June, 2006, between  
James R. Cates, a married man  
Jeffrey C. Cates, a married man  
John H. Cates, a single man

of the State of Alabama, and County of Shelby, hereinafter called

First Party, and Lomax Pulpwood Lumber Company, Inc. hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of \$90,000 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**

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

All of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; All of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; All of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; All of the S $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; That part of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  and that part of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , lying North and West of the Southern Railroad right of way in Section 13, Township 21 South, Range 1 West, Shelby County, Alabama.

*UCC filed simultaneously*

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.

*M.F.*

The term of this contract shall be 18 months from the date hereof and Second Party is to have the above granted property, rights and privileges for said length of time.

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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.

\$90,000.00 cash advance. Advance is to be deleted weekly, as timber is cut. Once the advance has been completely deleted, the buyer will make weekly payments for the balance of timber that is cut and removed. The stumpage rates for the various timber products are as follows:

- pine saw timber: \$40.00 per ton
- pine chip-n-saw: \$22.00 per ton
- pine pulpwood: \$3.00 per ton

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.

James R. Cates (L.S.)  
James R. Cates

Jeffrey C. Cates (L.S.)  
Jeffrey C. Cates

John H. Cates (L.S.)  
John H. Cates

**STATE OF ALABAMA**

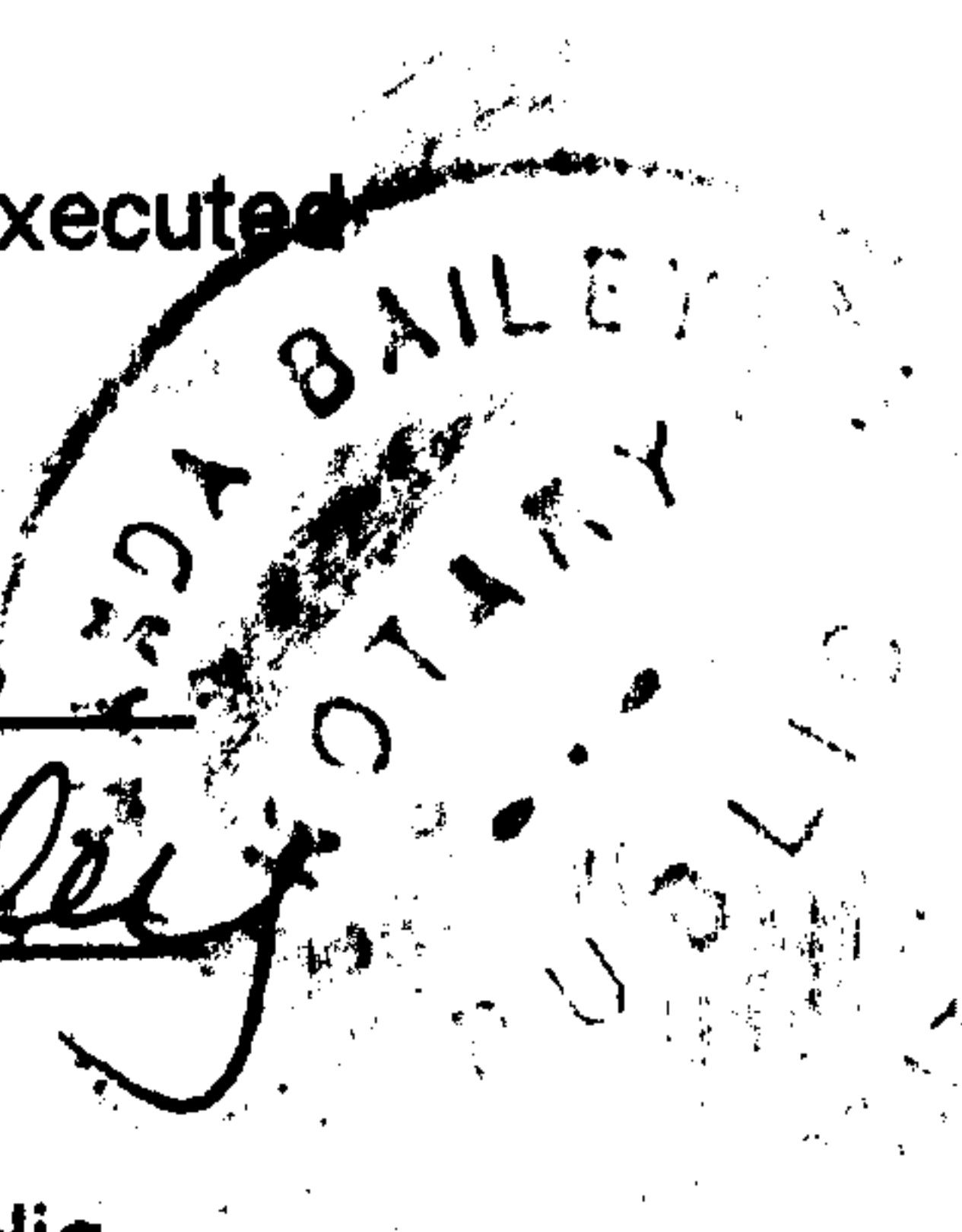
SHELBY COUNTY >

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County, in said State, hereby certify that James R. Cates, ~~Jeffrey C. Cates~~, and John H. Cates whose names are signed to the foregoing conveyance, and who are 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 16<sup>th</sup> day of June A.D., 2006

AMANDA BAILEY Notary Public, Shelby County Alabama State At Large My Commission Expires September 20, 2008
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Amanda Bailey  
Notary Public.



I, Amanda Bailey, a notary Public in and for the said county, in said State, hereby that certify that Jeffrey C. Cates whose names are signed to the foregoing conveyance and who known to me, acknowledge 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 16<sup>th</sup> day of June, 2006

AMANDA BAILEY Notary Public, Shelby County Alabama State At Large My Commission Expires September 20, 2008
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Amanda Bailey  
Notary Public

