

Oct 21 10 01 AM '93

TIMBER DEED

BK 263 PG 321  
W.E. DAVIS CH. CLK. by B. Cleveland  
cc

This Timber Deed is made and entered into by and between ZOLA W. RITTENHOUSE, a widow, and NORA W. TUCKER, a widow, hereinafter referred to as GRANTORS, and FRANK O'NEIL RITTENHOUSE, SR. a.k.a. FRANK RITTENHOUSE, SR. a.k.a. F.O. RITTENHOUSE, SR., hereinafter referred to as the GRANTEE, WITNESSETH THAT:

For and in consideration of the sum of One Thousand (\$1,000.00) Dollars cash in hand this day paid by the GRANTEE to the GRANTORS and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTORS, the GRANTORS do hereby bargain, sell, convey and warrant to Frank O'Neil Rittenhouse, Sr. a.k.a. Frank O. Rittenhouse, Sr. a.k.a. F.O. Rittenhouse, Sr. all existing timber of every kind, character, and description located on the hereinafter described real property as well as any and all timber of every kind, character, type and description hereinafter grown, raised or planted on said real property and which property is located in Desoto County, Mississippi and is described as follows:

TRACT 1: The North half of the southeast Quarter of Section 29, Township 3, Range 7 West, containing 80 acres, more or less, and being apart of the land conveyed to NORA W. TUCKER by ZOLA W. RITTENHOUSE, AUBREY WILLIAMS, LORAIN WILLIAMS, J.Z. WILLIAMS, JR. and IRENE WILLIAMS the said Deed being of date, the 27th day of February, 1962 and being of record in Land Deed Book 52, at page 253 in the office of the Chancery Court Clerk of Desoto County, Mississippi.

TRACT 2: All that part of the North Half of the Southwest Quarter of Section 28, Township 3, Range 7 West, which lies West of Jaybird Public Road, containing 50 acres, more or less, and being part of the land conveyed to NORA W. TUCKER, by ZOLA W. RITTENHOUSE, AUBREY WILLIAMS, LORAIN WILLIAMS, J.Z. WILLIAMS, JR. and IRENE WILLIAMS, the said Deed being of date, the 27th day of February, 1962 and being of record in Land Deed Book 52, at page 253 in the office of the Chancery Court Clerk of Desoto County, Mississippi.

TRACT 3: Ten Acres located in Section 28, Township 3, Range 7 West, located on Jaybird Road 2-1/2 miles south of Cochran Road, containing ten acres, more or less, being the same land deeded to ZOLA W. RITTENHOUSE by AUBREY WILLIAMS, the said Deed being of date, the 25th day of August, 1964 and being of record in Land Deed Book 58, at page 561, in the office of the Chancery Court Clerk of Desoto County, Mississippi.

TRACT 4: The Southeast Fourth of the Southeast Quarter all in Section 29, Township 3, Range 7 West, containing 40 acres, more or less, and the South half of the Southwest Quarter of Section 28, Township 3, Range 7 West, containing 80 acres more or less; Containing in all 120 acres, more or less, LESS AND EXCEPT ten acres deeded by ZOLA W. RITTENHOUSE to Mr. and Mrs. Frank O'Neil Rittenhouse, Sr., heretofore. By way of explanation, this is the same land deeded to ZOLA WILLIAMS RITTENHOUSE, being the same as ZOLA W. RITTENHOUSE, by J. Z. WILLIAMS, SR., the deed being of date the 15th day of August, 1944 and being of record in Land Deed Book 31, at pages 318 and 319, in the office of the Chancery Court Clerk of Desoto County, Mississippi.

TRACT 5: The Southwest Quarter of the Southeast Quarter of Section 29, Township 3, Range 7 West, containing 40 acres, more or less, being the same land deeded to ZOLA W. RITTENHOUSE by NORA W. TUCKER, AUBREY WILLIAMS, LORRAINE WILLIAMS, J. Z. WILLIAMS, JR. and IRENE WILLIAMS, the said Deed being of date, the 27th day of February, 1962, and being of record in Land Deed Book 52, at Page 247, in the office of the Chancery Court Clerk of Desoto County, Mississippi.

For the consideration stated aforesaid, the GRANTORS do hereby grant to the GRANTEE, his successors, assigns, personal representatives, heirs, or transferees a right of ingress and egress to and from the above-described lands and by the GRANTEE'S acceptance of this deed, the GRANTEE agrees to leave all roads leading into said property, fill roads, turn roads, existing wood roads, which are used by GRANTEE or which are constructed by the GRANTEE, in an open and passable condition as these roads were prior to the GRANTEE'S use of said roads and, further, the GRANTEE agrees to blade and level all roads used and/or constructed so that said roads will fully drain.

By acceptance of this deed, the GRANTEE agrees to repair all fences which might be damaged as the result of the harvesting of said timber and the GRANTEE shall remove the timber in such a manner so as not to damage access roads, bridges, crops and fences of the GRANTORS and shall protect the GRANTORS' woods from fire and shall otherwise conduct its business and logging operation in keeping in customary good conduct and procedures for this type work.

The GRANTEE by acceptance of this deed assumes all liability for the logging of trees which are conducted on the premises during

the term of this Timber Deed and the GRANTEE agrees to indemnify, protect and hold harmless the GRANTORS from any and all claims from damages of property and/or for injury or death of any person, including GRANTEES employees. GRANTEE agrees to hold the GRANTOR harmless for any liability arising from the harvesting of said timber.

By way of explanation, the GRANTORS herein conveying and they do hereby convey to the GRANTEE all interest they have in the existing timber of every kin, character and description located on the herein described real property as well as any and all timber of very kind, character, type and description hereinafter grown, raised or planted on said real property and which might be vested in them as life tenants, by virtue of that certain Warranty Deed in which the GRANTORS reserved a life estate found at Deed Book 127, Page 763 in the Office of the Chancery Clerk of Desoto County, Mississippi and the GRANTORS further acknowledge that this conveyance relieves the GRANTEE from any accounting to the GRANTORS as life tenants, as a result of any harvesting of said timber. It is further acknowledged by the GRANTORS that his conveyance is perpetual in nature and is made to the GRANTEE, his successors, assigns, personal representatives, heirs or transferees.

Possession and rights to said timber to be given upon delivery of this deed.

WITNESS the signature of the GRANTOR on this the 18th day of October, 1993.

Zola W. Rittenhouse  
ZOLA W. RITTENHOUSE

Nora Tucker  
NORA W. TUCKER

AGREED TO AND ACCEPTED BY:

Frank O'Neil Rittenhouse  
FRANK O'NEIL RITTENHOUSE, SR.,  
AKA FRANK A. RITTENHOUSE, SR.,  
AKA F. O. RITTENHOUSE SR.

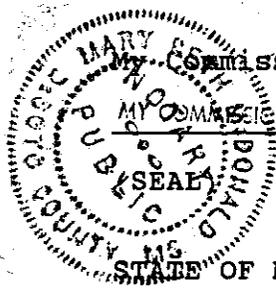
93249.149

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ZOLA W. RITTENHOUSE, who acknowledged that she signed and delivered the foregoing Timber Deed on the date and year therein expressed and did so as her free and voluntary act and deed.

Given under my hand and official seal of office on this the 18<sup>th</sup> day of October, 1993.

Mary Beth McDonald  
NOTARY PUBLIC



My Commission Expires:

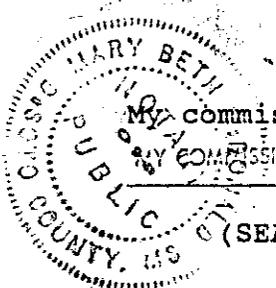
MY COMMISSION EXPIRES FEB. 2, 1994

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

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Given under my hand and official seal of office on this the 18<sup>th</sup> day of October, 1993.

Mary Beth McDonald  
NOTARY PUBLIC



My commission expires:

MY COMMISSION EXPIRES FEB. 2, 1994

(SEAL)

93249.149

GRANTEE'S ADDRESS:

Frank Rittenhouse  
4941 Jaybird Road  
Hernando, MS 38632  
HM# 601-429-6228  
WK# 601-429-5045

GRANTOR'S ADDRESS:

Zola W. Rittenhouse  
4757 Jaybird Road  
Hernando, MS 38632  
HM# 601-429-6524  
WK# N/A

GRANTOR'S ADDRESS:

Nora W. Tucker  
4651 Jaybird Road  
Hernando, MS 38632  
HM# 601-429-6140 NK# N/A  
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