

EX 7 3  
3 (2)

19720818000041010 1/5 \$.00  
Shelby Cnty Judge of Probate, AL  
08/18/1972 12:00:00 AM FILED/CERT

THE STATE OF ALABAMA  
SHELBY COUNTY

11253

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of One Thousand and no/100 Dollars and other good and valuable consideration to the undersigned grantor, The Alabama Mineral Land Company, a corporation, in hand paid by R. Hugh Daniel, Sr., the receipt of which is hereby acknowledged the said The Alabama Mineral Land Company does by these presents grant, bargain, sell and convey unto the said R. Hugh Daniel, Sr. the real estate, described as Tract No. 3 in Exhibit "A" attached hereto and made a part hereof as though fully set out herein, all of which is situated in Shelby County, Alabama.

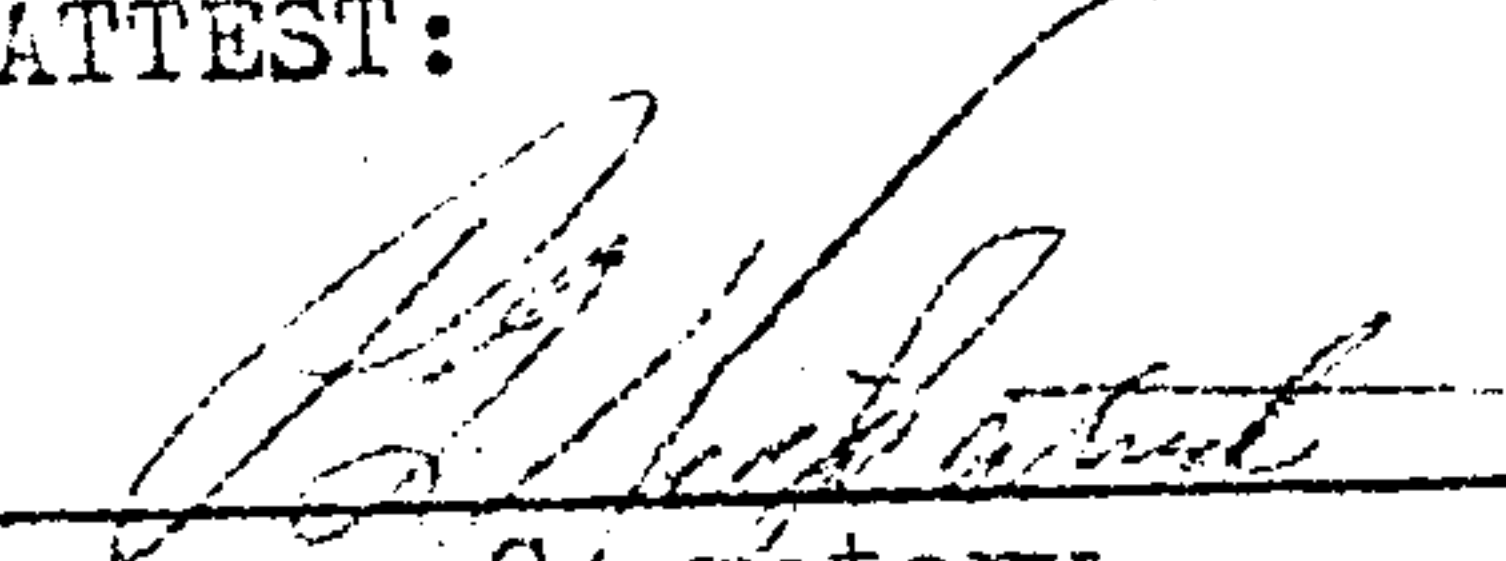
This conveyance is subject to the following:

- (a) Ad valorem taxes due and payable October 1, 1972, which Grantor and Grantee will prorate as of date of delivery of this deed when the correct amount thereof has been ascertained;
  - (b) Any mineral and mining rights not owned by Grantor herein;
  - (c) All easements and rights-of-way of record in the Probate Court of Shelby County, Alabama, and other agreements, if any, of record in said Probate Court pertaining to the use of or in any way affecting said property, and is further subject to the rights of persons in possession of any part of the premises described hereinabove, encroachments, overlaps, deficiency in quantity of land, rights-of-way for any existing roads any or all of which may not be filed for record in said Probate Court and any other matters not of record in said Probate Court which would be disclosed by an accurate survey and inspection of said premises. Notwithstanding the fact the Exhibit "A" attached hereto makes reference to a specific number of acres included in the various parcels of land described therein, Grantor herein makes no warranty, promise, agreement or representation that any of said acreage figures are correct or even approximately correct as therein stated, or that there are a specific number of acres included in any one or more of said parcels, or that the total acreage designated in said Exhibit "A" is correct or even approximates the correct number of acres actually included therein as may be ultimately determined by an actual survey of said property, Grantee herein assuming full responsibility for the number of acres actually included in any one or more or all of the parcels described in Exhibit "A" attached hereto;
  - (d) Any zoning ordinances pertaining to said property.
  - (e) Grantor shall not be liable on any warranty contained herein.
- TO HAVE AND TO HOLD to the said R. Hugh Daniel, Sr., his heirs and assigns forever.

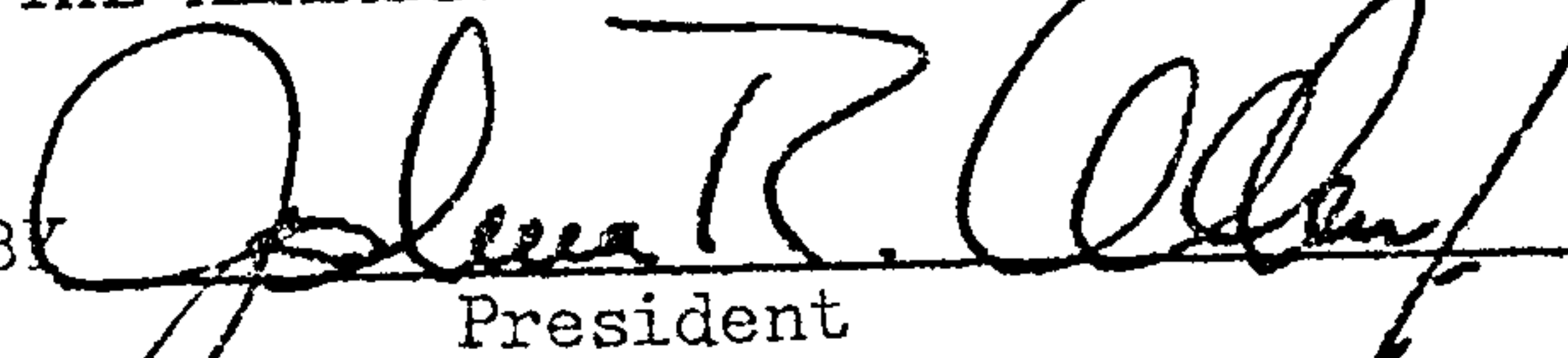
275 REC 772

In Witness Whereof, the said The Alabama Mineral Land Company by its President, who is authorized to execute this conveyance, has hereto set its signature and seal this 17th day of AUGUST, 1972.

ATTEST:

  
Secretary

THE ALABAMA MINERAL LAND COMPANY

By   
President



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EXHIBIT "A"

The following is a description of the land owned in Tract No. 3 which is described as follows:

	<u>SEC.</u>	<u>TWP.</u>	<u>RGE.</u>	<u>ACRES</u>
All that part of the SE $\frac{1}{4}$ of Section 25, Town- ship 18 South, Range 1 West lying west of Double Oak Mountain described as follows, to-wit: Beginning at the half-mile point on the south line of said Section 25; thence east 7 $\frac{1}{2}$ chains more or less to the crest of said mountain; thence north 38 deg. east along said mountain 20 chains; thence north 5 chains; thence east 5 chains; thence north 40 deg. east to the range line; thence north 4 chains to the northeast corner of the SE $\frac{1}{4}$ of said Section; thence west 40 chains; thence south 40 chains to the point of beginning.	25	18-S	1-W	100 Surface

All that part of the SE $\frac{1}{4}$ of Section 35, Town- ship 18 South, Range 1 West lying west of Double Oak Mountain described as follows, to-wit: Beginning at the half-mile point on the south line of said Section; thence east 17 chains, more or less, to the crest of said mountain; thence north 45 deg. east along said mountain to east line of Section 35; thence north 14 chains to half section line; thence west 40 chains; thence south 40 chains to point of beginning.	35	18-S	1-W	130 Surface
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Grantor agrees to pay all expense involved in litigation incident to the boundary dispute effecting above described land.

This conveyance is also subject to the following instruments, documents, conveyances, proceedings, understandings, or agreements of any kind or nature pertaining to or in any way affecting the real property described in the within conveyance which are filed for record in the Office of the Judge of Probate as aforesaid: Any such instruments, documents, conveyances, proceedings, or agreements of any kind or nature pertaining to the use of or in any way restricting or affecting said property; transmission line permits; easements or rights-of-way; roadways; pipe line permits; lis pendens notices in connection with condemnation proceedings for highway, rights-of-way, roadways and other purposes; conveyances made to Shelby County, Alabama, or to the State of Alabama for roadway, highway and other purposes; title to all minerals not owned by grantor, within and underlying the premises, together with all mining and mineral rights and other rights, privileges and immunities relating thereto; any instruments containing release of damages pertaining to the use of or in any way affecting said property, or any part thereof.



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BOOK 275 PAGE 774

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3

No vendor's lien is reserved.

Grantor warrants and represents that no one other than Grantor is in possession of any part of the property described hereinabove, except the following:

- (a) A Filling Station known as the Rock Store in possession of the heirs of Taft Sheets under written lease dated January 1, 1967.



STATE OF ALABAMA

COUNTY OF JEFFERSON



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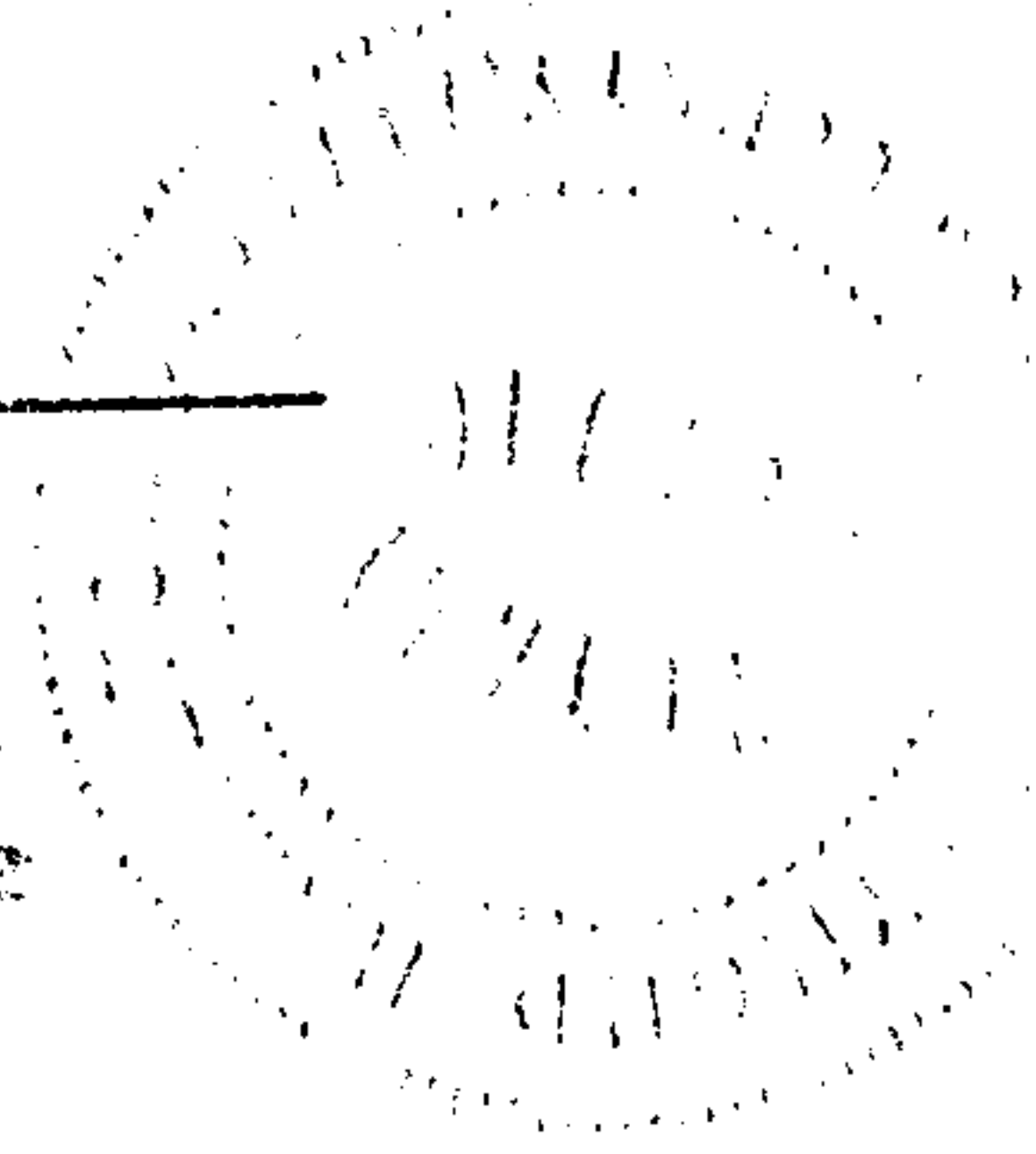
I, the undersigned a Notary Public in and for said County, in said State, hereby certify that JOSHUA R. ODEN JR, whose name as President of The Alabama Mineral Land Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the 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 17th day of AUGUST

1972.

Raymond Hamilton  
Notary Public

Notary Public, Jefferson County, Alabama  
My Commission Expires December 21, 1972



STATE OF ALABAMA  
NOTARY PUBLIC  
INSPIRATION WAS FILED  
1972 AUG 18 PM 12:40  
REC. BK. & PAGE AS SHOWN ABOVE  
JUDGE OF PROBATE  
Shelby County, Alabama

977 304 972  
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