State of Alabama, Jefferson County } This Indenture made, this the 29th day of July, 1918, between Sipsey-Cahaba Coal Company, a Corporation, created and existing under and by virtue of the laws of the State of Alabama, and doing business in the State of Alabama, and having its principal place of business in the City of Birmingham, Alabama, party of the first part, and L.E. Patton of Birmingham, Alabama, party of the second part:

Witnesseth:

That the party of the first part for and in consideration of the sum of Three Thousand Nine Hundred six and 67/100 ($3906.67) Dollars, and the assumption of certain indebtedness hereinafter mentioned, to it in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed, aliened and confirmed and by these presents does grant, bargain, sell, remise, release, convey, alien and confirm unto the said party of the second part, his heirs and assigns forever, all the mines, veins or beams of coal, all the minerals, ores or gases in or under the N.E. ¼ of the N.E. ¼ of Section Twenty (20), Township Twenty (20), Range Three (3) East, Shelby County, Alabama.

Together with the full right and power of making, sinking, maintaining and using all such pits, shafts, drifts, levels, drains, water courses and reservoirs and all constructing, erecting, maintaining and all using of such railroads, tram roads,

and all such roads, bridges and culverts, buildings, works, engines, machinery, coal banks and conveniences, whatsoever, and all doings of such things in, under, upon, through or over the said lands or any part thereof, as may be necessary for conveying, searching for, working, getting, preparing, carrying away or disposing of said mines, seams, mineral or oils, and the coal or minerals or oils to be gotten therefrom. Together with the right to use any or all standing timber which may be necessary in timbering any or the whole of said mining operations, either in mining, conveying, transporting any said coals, minerals, oils from said property.

Subject to the payment of a purchase money note for the sum of One Thousand Dollars, bearing interest from June 1, 1917, at the rate of 8% per annum and due June 1, 1919, signed by White E. Gibson and Pat Dorie, and payable to the Noals Land & Mining Company, the payment of which grantee assumes, as a part of the consideration of this purchase.

Also, One (1) boiler and hoist attached, two (2) mules and One (1) wagon, One (1) No. 3 Cameron Pump, two (2) old pumps, 2 25-feet of 1¼" pipe, 175-feet of 2" pipe, two (2) Worm dumps (Tipple), approximately three (3) tons of Mine rails, One (1) rail bender, One (1) forge, approximately 300 feet of steel cable, and Seven (7) Mining Cars.

To Have and to hold the said Mines, Coals, Minerals, Oils, gases, together with the rights to use said timber for mining conveyances and transportation purposes, to the said L. E. Patton his heirs and assigns forever, and the said Lipsey-Cahaba Coal Company, party of the first part, for itself and successors does covenant, promise, convey and agree to and with the party of the second part, his heirs and assigns, that at the time of the unsealing and delivery of these presents it is well seized of the coals, mineral, gases and mining timber rights above conveyed, as of a good, sure, perfect, absolute and indefeasible estate and has good right and full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid, and that the same are free and clear from any and all former and other

grants, bargains, sales, liens, judgments, taxes, assessments and incumbrances of what kind and nature whatsoever, and the above bargained premises in the quiet and peaceful possession of the party of the second part, his heirs and assigns, against all and other lawful claims or to claim the whole or any part thereof, said party of the first part shall and will warrant and defend. This deed is executed pursuant and under authority given by the Board of Directors of the Sipsey-Cahaba Coal Company, a Corporation.

In Testimony Whereof, the said Sipsey-Cahaba Coal Company, hath hereunto caused its Corporate Seal to be affixed and these presents to be signed by its President, and by its Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of — White E. Lisson, Attest: Thelma Jordan Secretary.

Sipsey-Cahaba Coal Company. By Ben David, President.

H. S. REVENUE STAMPS for $ 4 and 00 Cts. Attached to this instrument

State of Alabama, Jefferson County. } I, W. A. Lester, a Notary Public in and for said County, in said State, hereby certify that Ben David, whose name as President of the Sipsey-Cahaba Coal 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, this the 29th day of July, 1918.

W. A. Lester — Notary Public

The State of Alabama, Shelby County. } I hereby certify that the within Deed was filed in this office for record 6 day of Feby 1919 at 8 o'clock A.M. and recorded in Deed Record 64 Pages 628-630 and examined.

G. W. Weaver - Judge of Probate