STATE OF ALABAMA )
COUNTY OF SHELBY

KNOW ALLEMEN BY THESE PRESENTS that, in consideration of Thirty Two Thousand Bollars (\$32,000.00) to the Tennessee Coal, Iron and Railroad Company, a corporation, paid by the Paramount Goal Company, a corporation, receipt whereof is acknowledged, the said Tennessee Coal, Iron and Railroad Company does hereby grant, bargain, sell and convey unto the said Paramount Coal Company all of the coal contained in the Thompson and Relena Seams in the following described land located in Township 20 south of Range 3 west of the Huntsville Principal Meridian, Shelby County, Alabama, together with the right to mine and remove said coal from said land:

- (1) The northwest quarter of southwest quarter, west half of southwest quarter of southwest quarter, and northwest diagonal half of east half of southwest quarter of southwest quarter of Section 2; southeast diagonal half of east half of noxtheast quarter of southeast quarter, east half of southeast quarter of southeast quarter, Vsouthwest quarter of southeast quarter of southeast quarter, southeast diagonal half of northwest quarter of southeast quarter of southeast quarter, southeast diagonal half of southeast quarter of southwest quarter of southeast quarter of Section 3; east half of northwest quarter of northeast quarter, southeast diagonal half of west half of northwest quarter of northeast quarter, southwest quarter of northeast quarter, southeast diagonal half of southeast quarter of northwest quarter of Section 10; and also the following described tract of land located in the northeast quarter of southwest quarter of said bection 10; begin at the northwest corner of said quarter-quarter Section; thence in an easterly direction along the northern boundary of said quarter-quarter section 1121.45 feet; thence turning an angle of 115 degrees and 7 minutes to the right 176.0 feet in a southwesterly direction; thence turning an angle of 13 degrees and 18 minutes to the right 295.6 feet in a southwesterly direction; thence turning an angle of 45 degrees and 26 minutes to the left 68.5 feet in a southeasterly direction; thence turning an angle of 29 degrees and 30 minutes to the right 89.3 feet in a southwesterly direction; thence turning an angle of 5 degrees and 56 minutes to the right 202.5 feet in a southwesterly direction; thence turning an angle of 95 degrees and 34 minutes to the right 996.6 feet in a northwesterly direction to point of beginning; said tract of land having an area of 9.12 acres, more or less; all of the land herein described in Paragraph (1) having an area of 219.12 acres, more or less; also with the right to use during the life of the operation of mines on said land, but not exceeding a period of twenty years from the date hereof, the surface of said land here in described in Paragraph (1) in any way which may be necessary for the mining, removal or marketing . of said coal, as well as the right to use for the same purposes water in or upon said land and also such timber upon said land as may be necessary for the mining and removal of said coal; RESERVING AND EXCEPTING, however, from this conveyance rights of way for railroads, haulage ways, pipe lines, wagon roads or other roads or telegraph or telephone lines or transmission lines necessary in the mining or removal of coal from lower seams underlying said land and also from adjacent territory owned by the Tennessee Coal, Iron and Railroad Company, but the location of such rights of way shall not interfere with present future operations of the Paramount Coal Company;
- (2) The northwest diagonal half of northwest quarter of southeast quarter and the north-east quarter of northeast quarter of Section 10; and also the following described tract of land located in the northeast quarter of southwest quarter of said section 10; Begin at the northeast corner of said quarter-quarter section; thence in a southerly direction along the eastern boundary of said quarter-quarter section 1331.0 feet to the southeast

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corner of said quarte =-quarter section; thence turning an angle of 135 degrees and 55 minutes to the right in a northwesterly direction 900.4 feet; thence turning an angle of 84 degrees and 26 minutes to the right 202.5 feet in a northeasterly direction; thence turning an angle of 16 degrees and 30 minutes to the left 89.3 feet in a northeasterly direction; thence turning an angle of 29 degrees and 30 minutes to the left 68.5 feet in a northwesterly direction; thence turning an angle of 45 degrees and 26 minutes to the right 295.6 feet in a northeasterly direction; theme turning an angle of 13 degrees and 18 minutes to the left 176.0 feet in a northeasterly direction to a point in the northern boundary of said quarter-quarter section; thence turning an angle of 64 degrees and 53 minutes to the right 198.3 feet in an easterly direction along said northern boundary to point of beginning; said tract of land having an area of 11.04 acres, more or less; all of the land herein described in Paragraph (2) having an area of 71.04 acres, more or less; it being understood however, that the Tennessee Coal, Iron and Railroad Company does not own the surface of the land herein described in Paragraph (2) and shall not be held liable for any claims for damage which may accrue to the surface of said land or improvements located thereupon as a result of the mining or removal of the coal described in this Paragraph (2) or through the cracking or subsidence of the surface of any portion of said land as a result of the mining or removal of said coal.

TO HAVE AND TO HOLD unto the said Paramount Coal Company, its successors and assigns forever.

And the Tennessee, Coal, Iron and Railroad. Company does for itself and for its successors and assigns covenant with the said Paramount Coal Company, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances; that it has a good right to sell and convey the same as aforesaid; and that it will and its successors and assigns shall warrant and defend the same to the said Paramount Coal Company, its successors and assigns, forever against the lawful claims of all persons.

And the CENTRAL UNION TRUST COMPANY OF NEW YORK as successor trustee under the mortgage or deed of trust executed by the Tennessee Coal, Iron and Railroad Company in favor of the Union Trust Company of New York, Trustee, dated July 1, 1901, (being such successor by merger of said Union Trust Company of New York into Central Trust Company of New York) in consideration of said sum of \$32,000.00 receipt whereof is acknowledged, does hereby join in the execution of this conveyance for the purpose of releasing the property herein conveyed from the lien and operation of said mortgage or deed of trust of July 1, 1901, but the Central Union Trust Company of New York joins in the execution of this conveyance as Trustee aforesaid for the sole purpose of releasing said property as aforesaid and without covenants or warranties of any kind, expressed or implied with respect to said property or any part thereof.

IN WITNESS WHEREOF, the Tennessee, Coal, Iron and Railroad Company and the Central Union Trust Company of New York, as trustee, have caused these presents to be executed in their respective names and behalf and their corporate seals to be hereunto affixed and attested by their respective officers who are thereunto duly authorized this, the lst. day of July, 1926.

Attest: L. T. Beecher -- Secretary

Attest: J. T. Harrigan Asst. Secretary

Approved: F. II. <u>Joel</u> Manager Land Department Tennessee oal, Iron and Railroad Company, By Geo. G. Crawford--President

CENTRAL UNION TRUST COMPANY OF NEW YORK, TRUSTEE By V. W. Miller--Vice President

STATE OF ALABAMA )
COUNTY OF JEFFERSON )

I, Bessie S. Barry, a Notary Public in and for said County in said State, hereby certify that Geo. G. Crawford and L. T. Beecher whose names as President and \_\_Secretary respectively, of the Tennessee Coal, Iron and Railroad Company, a corporation, 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, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, 1st. day of July, 1926.

Bessie S. Barry--Notary Public

STATE OF NEW YORK )
COUNTY OF NEW YORK );

I, T. J. Haugh, a Notary Public in and for said County in said State, hereby certify that V. W. Miller and J. T. Harrigan whose names as Vice President and Asst. Secretary respectively of the Central Union Trust Company of New York, Trustee, 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, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation,

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16th day of August, 1926.

T. J. Haugh-Notary Public Notary Public Notary Public Queens Co. No. 3084 Ctf. filed in N.Y. Co. No. 99 N.Y. No. 7168. Term expires Mar. 30, 1927

Reg.

THE STATE OF ALABAMA )
SHELBY COUNTY )

I, L. B. Kiddle Judge of Probate here by certify that the within deed was filed in this office for record Sept. 15th 1926 at 8 oclock A.M. and recorded in Deed record 81 page 4 and examined.

STATE OF ALABAMA
SHELBY-COUNTY

\$ 22 Privilege Tax has been paid on the within instrument as required by law.

L. B. Riddle--Judge of Probate

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