THE STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Two Hundred Forty and 00/100 (\$240.00) Dollars in cash in hand paid to W. T. Braswell and Ocie Braswell, his wife, by the Paramount Coal Company, the receipt whereof is hereby acknowledged, we, the said W. T. Braswell and his wife Ocie Braswell, have bargained and sold, and we do hereby grant, bargain, sell and convey unto the said Paramount Coal Company the following real estate and interest in real estate to-wit:

An easement and right of way for railroad tracks and tipple over and across the SW_{4}^{-} of NW_{4}^{-} and the NE_{4}^{-} of NW_{4}^{-} , all in Section 11, Township 20 south, range 3 west, Shelty County, Alabama, and being more particularly described as follows:

A right of way 50 feet in width, being 20 feet wide on the north side and 30 feet wide on the south side of Main line of Spur Track as now located and to be constructed, beginning at station 3.65, being the east line of the SW\$\frac{1}{4}\$ of NW\$\frac{1}{4}\$ of Section 11, Township 20 south, range 3 west, and running in a westerly direction to station 14,00, a distance of 1035 feet; thence in a southwesterly direction 70 feet in width, being 35 feet in width on each side of the center line of said main line spur track to the west line of the SW\$\frac{1}{4}\$ of NW\$\frac{1}{4}\$ of Section 11, Township 20 south, range 3 west; Also a 50° right of way for tipple and tram line, being 25 feet in width on each side of the center line of said tipple, which center line intersects the center line of said main line spur track at station 15.83.5, extending from the northwest right of way line of said main line spur track in a northwesterly direction 300 feet more or less to the west line of the SW\$\frac{1}{4}\$ of NW\$\frac{1}{4}\$ of Section 11, Township 20 south, range 3 west. All the above described right of way containing two and four tenths (2.4) acres more or less and being further shown in red on blue print attached hereto, identified and made a part of this conveyance.

And the grantors do expressly agree that the lands herein conveyed shall be used by the grantee and its assigns for any and all purposes of constructing and operating railroad and other tracks for hardling, transporting property for market, and delivering coal from the mine or mines of the grantee, which is to be done by railroad, engines and cars, or other means of transportation and handling, with full rights of use and entry for maintenance, and with the express agreement and understanding that neither the grantee nor its assigns shall be held liable for inconvenience for use or damage to adjoining or adjacent lands from the use and operation of said railway tracks, engines and cars and tipples, nor shall any claim be lodged against the grantee or its asigns for debris of any kind that in the course of operations may be brought or precipitated upon adjoining or adjacent lands belonging to the grantor, but this provision shall not permit the purposeful dumping of large or considerable amounts of debris upon such adjoining or adjacent lands.

It is further agreed and understood that the grantee and its assigns shall have full and permanent use of the above described lands for trackage and mining purposes so long as tracks are maintained thereon, and such lands shall only revert to the granters, their heirs and assigns, upon a complete abandonment thereof by the grantee, its successors or assigns.

TO HAVE AND TO HOLD unto the said Paramount Coal Company, its successors

and assigns forever.

And we do for ourselves and for our heirs, executors and administrators, covenant with the said Paramount Coal Company, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to the said Paramount Coal Company, its successors and assigns forever, against the lawful claims of all persons.

In witness whereof, we have hereunto set our hands and seals on this the 15 day of October, 1926.

W. T. Braswell (Seal) Ocie Braswell (Seal)

STATE OF ALABAMA

SHELBY COUNTY

I, Frank Miller, a Notary Public in and for said County and said State hereby certify that W. T. Braswell and wife Ocie Braswell, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand on this the 15 day of October, 1926.

Frank Miller--Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

I, Frank Miller a Notary Public in and for said County and said State, he reby certify that on the 15 day of October, 126, came before me the within named Ocie Braswell, known to me to be the wife of the within named W. T. Braswell, who being examined separate and apart from the husband touching herosignature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on thepart of the husband.

In witness whereof I hereunto set my hand this 15 day of Odtober, 1926.

Frank Miller--Notary Public

THE STATEOF ALABAMA)
SHELBY COUNTY)

Im L. B.Riddle Judge of Probate hereby certify that the within deed was filed in this office for record Nov. 2nd. 1927 at 2 oclock P.M. and recorded in Deed record 85 page 67 and examined.

L. B. Riddle--Judge of Probate

Map on reverse side

STATE OF ALASAMA
SHELBY COUNTY
I hereby certify that
Privilege Tax

has been paid on the within estrument as required by

ohate.

