THIS INDENTURE, made this 3rd day of July, 1936, by and between The Southern Mineral Land Corporation, (hereinafter called the Grantor) party of the first part, and Herbert L.

Harper, and Lucy Harper, his wife, or the survivor, of Boothton, Alabama, (hereinafter called the Grantee) parties of the second part,

## Witnesseth:

That for and in consideration of the sum of Four Hundred Dollars (\$400.00) to the Grantor by the Grantees duly paid, receipt whereof is hereby acknowledged, the Grantor does by these presents grant, bargain, sell and convey, but without warranty either expression implied, other than to the extent hereinafter expressly provided, unto the Grantees, their heirs and assigns forever, all of the right, title, and interest of the Grantor in and to the surface interest in land in Shelby County, Alabama, described as follows:

The Northwest quarter of Southwest quarter, (NW of SW ) Section Two (2) Township Twenty two (22) S. Range four (4) West.

The Grantor however, excepts and reserves from the conveyance hereby made, all of the coal, gas, oil, iron ore and other minerals in, under and upon said land, together with the right, to mine and remove the same without the surface of said land, and the right to haul or otherwise transport through said land the coal, gas, oil, iron ore and other minerals from adjoining or other lands, without using the surface of the land herein conveyed. and the Grantor further excepts and reserves from the conveyance hereby made, the right to the Grantor, its successors or assigns, to use any and all water which may be in any stream, pond or lake which lies or runs wholly or part in, under or upon said tracts of land, which the Grantor, its successors or assigns, may deem necessary for the mining, removing, washing and preparing for market of any minerals which may now or may hereafter belong to the Grantor, its successors or assigns, whether the same shall lie in, under or upon said land, or whether the same shall lie in, under or upon other lands; together with the right to use so much of said water in any way which the Grantor, its successors or assigns may deem necessary for the mining, removing, washing and preparing for market of said minerals; and the right, after using said water || in washing said minerals, or for any other of the above purposes, to allow said water to return to the the streams, pond or lake from which it was taken, or to any other stream, pond or lake which may run or lie partly or wholly, in, under or upon said lands; regardless of whether or not said water, after being so used may be polluted, it being expressly agreed that the Grantor, its successors or assigns, shall not be liable to the Grantees, their heirs or assigns, on account of any pollution of any waters which may lie wholly or in part in, under or upon said land, where said pollution may be deemed by the Grantor its successors or assigns, necessary to the mining, removing, washing and preparing for market of said minerals, And the Grantees covenant and agree, for themselves, their heirs or assigns, that as to said land the Grantor, their successors or assigns, shall anotobe liable for any damages resulting from such prospecting, mining or e emoval operations to the sueface of said landwor otherwise, and shall not be liable for any damages resulting from such prospecting, mining or removal operations by reason of the use, disturbance or pollution of any water upon, or the diversion of any water from said land, nor for amy water damage to said land occasioned by the use of such water for anybof the purposes hereinabove specified by the Grantor, its successors or assigns.

TO HAVE AND TO HOLD the above described land and property rights subject to the aforesaid express exceptions and reservations, with all and singular the rights, privileges, and appurtenances thereunto belonging or in any wise appertaining, unto the Grantees, their heirs, or assigns, forever. vand said Grantor does hereby covenant, that it will warrant and defend the title to said premises unto the Grantees, their heirs or assigns, only against the lawful claims or demands of all persons claiming by, through or under the Grantor, and not otherwise.

In witness whereof, the Grantor has caused this instrument to be executed in its corporate

name by its Vice President, and its corporate seal to be hereunto affixed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary, both thereunto duly authorized, on the day and year first above written. 5ent

Attest: Mabel H Edwards, Secretary.

The Southern Mineral Land Corporation By H. L. Kendig, Vice President.

State of Kansas, Lyon County)

Roscoe W. Graves, a Notary Public in and for said County, in said State, hereby certify that H.L.Kendig, and Habel H. Edwards, whose names as Vice-President and Secretary, respectively, of the Southern Mineral Land 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 6th day of July, 1936

Com expires 3-11-39

Filed for record in this office July 25th 1936 at 11 AM and kecorded in deed record 101, page 174 and examined L. C. Walker, Judge of Frobate.

Roscoe W Gra-ves. Notary Public.

STATE OF ALABAMA SHELBY COUNTY has hard out to instruction du qualità law.