

I hereby certify that the deed tax of \$9.50 has been paid on this instrument
Eugene Hawkins, Judge of Probate, (Jefferson County)

State of Alabama
County of Jefferson)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of Nine Thousand Two Hundred Dollars (\$9200.00) paid by Theodore Swann to the undersigned Tennessee Land Company, a corporation, receipt of which is acknowledged, the said Tennessee Land Company does hereby grant, bargain, sell and convey unto the said Theodore Swann the following tracts of land located in Section 24, Township 18, South, Range 2 West of the Huntsville Principal Meridian, Jefferson and Shelby Counties, Alabama:

North-east quarter;
South-east quarter of North-west quarter;
North-east quarter of South-west quarter;
North-west quarter of South-east quarter;

RESERVING AND EXCEPTING, however, from and out of this conveyance all of the coal and other minerals in, under and upon the said land, together with the right to mine and remove said coal and other minerals, without using the surface of the land except as herein provided;

TO HAVE AND TO HOLD unto the said Theodore Swann, his heirs and assigns; forever; subject, however (a) to the contract between the Tennessee Coal, Iron and Railroad Company and W. A. Belcher dated December 15, 1934, granting the said W. A. Belcher the right to cut and remove all merchantable timber which will measure twelve inches (12") or more in diameter at a height of twelve inches (12") above the ground; (b) to right of ways and easements for electric power transmission lines, telephones, pipe lines and roads over, upon or across the land herein conveyed and (c) taxes for the year beginning October 1, 1935.

This conveyance is made, however, upon the following covenants and conditions which shall constitute covenants running with the land:

(1) That the Tennessee Coal, Iron and Railroad Company, the owner of the minerals, its successors, assigns, licensees and contractors shall have the right, which is hereby granted to the Tennessee Coal, Iron and Railroad Company, its successors and assigns, to mine and remove the coal and other minerals contained in said land herein conveyed without leaving supports necessary for sustaining the surface of said land or for preventing damage thereto and that no right of action for damages on account of injuries to the land herein conveyed, or to any buildings, structures, wells or other improvements now or hereafter located upon said land, resulting from mining operations of the Tennessee Coal, Iron and Railroad Company, its successors, assigns, licensees or contractors, shall, ever be asserted by the grantee herein or his successors or assigns; (2) That the Tennessee Coal, Iron and Railroad Company, its successors, assigns, licensees or contractors shall have the right which is hereby granted to the Tennessee Coal, Iron and Railroad Company, its successors and assigns, to transport through said land coal, and other minerals from adjoining or other land without using the surface of the land herein described, except that the Tennessee Coal, Iron and Railroad Company, its successors and assigns, shall have the right which is hereby granted to the Tennessee Coal, Iron and Railroad Company, its successors and assigns, to use for the purpose of transportation of coal and other minerals from adjoining or other land and for the purpose of mining and removing coal and other minerals from any part of the land conveyed by this deed the surface in that part of the South-East quarter of North-West quarter of said Section 24 described as follows:

Begin at the Northwest corner of said quarter-quarter section; thence in an easterly direction along the northern boundary thereof 392.8 feet; thence turning an angle of 133 degrees and 30 minutes to the right from said northern boundary in a southwesterly direction 560.1 feet to intersection with the western boundary of said quarter-quarter section; thence in a northerly direction along said western boundary 406.2 feet to point of beginning, said tract of land having an area of 1.83 acres, more or less.

And the Tennessee Land Company does for itself and for its successors and assigns covenant with the said Theodore Swann, his heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances; except as herein mentioned, and that it will and its successors and assigns shall warrant and defend the same to the said Theodore Swann, his heirs and assigns, forever against the lawful claims

of all persons.

In witness whereof, The Tennessee Land Company has caused these presents to be executed in its name and behalf by its President, J.L.Perry and its corporate seal to be hereunto affixed and attested by the signature of its Secretary, L. T. Beecher, they being thereunto duly authorized this, the 11th day of December, 1938.

Tennessee Land Company,
By J.L.Perry, President.

Attest: L.T.Beecher,
Secretary.

Approved: B B McKay, Division Counsel.

Approved: F M Joy
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 J.L.Perry and L. T. Beecher, whose names as President and Secretary, respectively of the Tennessee Land 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, the 11th day of December, 1938.

Bessie S. Barry, Notary Public

Filed for record in office this the Mar 1 1938, and duly recorded in vol of deed, 2879 page 523, Eugene H Hawkins, Judge of Probate.

Filed for record in this office March 15 1938 at 10 A.M. and recorded in deed record 104, page 267 and examined. L. C. Walker, Judge of Probate.

Tax paid in Jefferson County.