STATE OF ALABAMA COUNTY OF SHELBY

18. 9

ENOW ALL MEN BY THESE PRESENTS, ?That, in consideration of Five Hundred Dollars (\$500.00) paid to the Tennessee Coal, Iron and Railroad Company, a corporation, by T. H. Brantley, receipt of which is acknowledged, the said TENNESSEE COAL, IRON AND RAILROAD COMPANY does hereby grant, bargain, sell and convey unto the said T. H. Brantley the South-East quarter of North-West quarter of Section 8, Township 21 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama; RESERY* ING AND EXCEPTING, however, from this conveyance all of the coal, gas, iron ore, cil, limestone and other minerals in and under said land, together with the right to mine and remove said coal, gas, iron ore, cil, limestone and other minerals without using the surface of said land; and also the right to transport through said land coal, gas, iron ore, cil, limestone and other minerals from adjoining or other land without using the surface of the land herein conveyed.

This conveyance is made upon the covenant and condition that the Tennessee Coal, Iron and Railroad Company, or its successors, assigns, licensees or contractors, shall have the right to mine and
remove the coal and other minerals contained in said lend 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 above described or to any buildings, improvements or structures now or hereafter located upon said land or to any owners or accupants or other persons in or
upon said land resulting from past or future mining operations of the Tennessee Coal, Iron and Railroad Company, or its successors, assigns, licensees, leassees or contractors or resulting from the
removal of coal and other minerals or coal seam roof supports by the Tennessee Coal, Iron and railroad
company, or its successors, assigns, licensees, leasees or contractors shall ever accrue to or by
asserted by T. H. Brantley, his heirs or assigns; this conveyance being expressly subject to all such
injuries either past or future, and this condition shall constitute a covenant running with the land as
agains the said T. H. Brantley, and all persons, firms or corporations holding under or through said
T. H. Brantley.

TO HAVE AND TO HOLD unto the said T. H. Brantley, his heirs and assigns, forever; subject, however, to* (1) Such easements as may exist over, upon or across said land for public roads, electric transmission lines, telephone lines, telegraph lines or pipe lines; (2) A lease to Boothton Sportsmen Club; and (3) A timber lease to W. P. Brown & Sons Lumber Company, which lease will expire December 31, 1939.

And the Tennessee Coal, Iron and Railroad Company does for itself and for its successors and assigns covenant with the said T. H. Brantley, 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; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said T. H. Brantley, his heirs and assigns, forever against the lawful claims of all persons.

And the CENTRAL HANOVER BANK AND TRUST COMPANY, formerly the Central Union Trust Company of New York (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 the payment to it by the Tennessee Coal, Iron and Railroad Company of the sum of Five Hundred Dollars (\$500.00), receipt of which is acknowledged, does hereby join in the execution of this conveyance for the sole purpose of releasing the property herein conveyed from the lien and operation of said mortgage or deed of trust of July 1, 1901, and the Central Hanover Bank and Trust Company joins in the execution of this conveyance as trustee aforesaid without covenants or warranties

of any kind, expressed or implied, with respect to said land or any part thereof.

IN WITNESS WHEREOF, the Tennessee Coal, Iron and Railroad Company and the Central Hanover Bank and Trust Company, 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 15th day of June, 1939.

TENNESSEE COAL, IRON AND RAILROAD COMPANY,
By: Robt. Gregg, President.

ATTEST

T. C. Wall, Asst. Secretary

CENTRAL HANOVER BANK AND TRUST COMPANY, TRUSTEE,

By: B. A. Martin, Vice President.

ATTEST:

J Wearringim, Asst. Secretary

APPROVED:

B. B. Mikett, Division Counsel, TCI&RRCO.

APPROVED:

F. D. Jox, Manager Land Bepartment, TCI&RRCO.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Clara L. Chafin, a Notary Public in and for said County in said State, hereby certify that Robt. Gregg and T. E. Novell, whose names as president and Ass't 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 whit full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE thia, the 30th day of June, 1939.

Clara L. Chafin, Notary Public.
My commission expires March 26, 1942.

STATE OF NEW YORK

COUNTY OF NEW YORK

I, F. E. Egly, a Notary Public in and for said County, in said State, hereby certify that B. A. Morton and J. T. Harrigan, whose names as Vice-President and Ass't Secretary, respectively, of the Central Hanover Bank and Trust Company, a corporation, as 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, the 17th day of July, 1939.

F. E. Egly, Notary Public.

Filed in this office October 3, 1939 at 9 am and recorded in Deed Record 106 on page 550 and examined.

L. C. Walker, Judge of Probate

STATE OF ALABAMA SHELBY GOUNTY

I heroby certify that 3 0 Privilege Tax has been paid on the within instrument as required by law.

L. C. WALKER, JUDGE OF PROBATE