STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that, in consideration of Seven Hundred Dollars (\$700.00) paid to the Tennessee Coal, Iron and Railroad Company, a corporation, by R. E. Lacey, recept of which is acknowledged, the said TENNESSEE COAL, IRON AND RAILROAD COMPANY does hereby grant, bargain, sell and convey unto the said R. E. Lacey the following described real estate located in Shelby County, Alabama:

The West half of North-East quarter of Section 8, Township 21, South, Range 3 West of the Hunts-ville Principal Meridian; Except the south 15 acres of said half-quarter section; the tract of land herein conveyed having an area of 65 acres, more or less;

RESERVING AND EXCEPTING, however, from this conveyance all of the coal, gas, iron ore, oil, limestone and other minerals in and under said land, together with the right to mine and remove said coal, gas, iron ore, oil, limestone and other minerals without using the surface of said land; and also the right to transport through said land coal, gas, iron ore, oil, 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 land 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 occupants 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, lesses 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, its successors,
assigns, licensees, lessees or contractors, shall ever accrue to or be asserted by R. E. Lacey, 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 against the said R. E. Lacey and all persons, firms or corporations holding under or thr ugh said R. E. Lacey.

TO HAVE AND TO HOLD unto the said R. E. Lacey, his heirs and assigns, forever; subject, however, to the following: (1) Such easements as may exist over, upon or across said land for railroals, public roads, electric transmission lines, telephone lines, telegraph lines or pipe lines; and (2) A timber agreement with W. P. Brown & Sons Lumber Company, Inc., dated January 23, 1939, and expiring December 31, 1939.

And the Tennessee Coal, Iron and Railroad Company does for itself and for its successors and assigns covenant with the said R. E. Lacey, 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 rightto 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 R. E. Lacey, 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 condideration of the payment to it by the Tennessee Coal, Iron and Railroad Company of the sum of Seven Hundred Dollars (\$700.), receipt of which is acknowledged, does hereby join in the execution of this conveyance for the sole purpose of releasing the property herein conveyed for 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 Comapny 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 3rd day of March, 1939.

TENNESSEE COAL, IRON AND RAILROAD COMPANY,

By: Robt. Gregg, President.

ATTEST:

C. R. Sexton, Secretary

CENTRAL HANOVER BANK AND TRUST COMPANY, TRUSTEE

By: F. Wolfe, Vice-President

ATTEST:

J. T. Harrigain, Asst. Secretary

B. B. McTess, Division Counsel

APPROVED:

APPROVED:

F. M. Joy, Manager Land Department

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Bessie S. Barry, a Notary Public in and for said County in said State, hereby certify that Robt. Gregg and C. R. Sexton, 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, the 15th day of March, 1939.

Bessie S. Barry, Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK

I, E. N. Ryan, a Notary Public in and for said County in said State, hereby certify that F. Wolfe, and J. T. Harrigan, whose names as vice President and Assit. 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 24th day of March, 1939.

E. N. Ryan, Notary Public

Filed in this office October 5, 1939 at 10 am and rec orded in Deed Record 106 on page 566 and examined.

L. C. Walker, Judge of Probate

STATE OF ALABAMA
STELBY COUNTY

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