

D E E D \$1.50 Federal Stamp cancelled on this deed

STATE OF ALABAMA |

COUNTY OF SHELBY |

KNOW ALL MEN BY THESE PRESENTS, that, in consideration of Five Hundred Fifty Dollars (\$550.00) 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 north east quarter of north west quarter of section 8, township 21 south, range 3 west of the Huntsville Principal Meridian, Shelby County, Alabama; 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 described.

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, lessees 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, lessees or contractors, shall ever accrue to or be asserted by the said 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 against 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; and (2) A lease to R. E. Lacey, which lease expires December 31, 1940.

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 the lands conveyed hereby; 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; and 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 \$550.00, receipt of which is acknowledged, does hereby join 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 hereto affixed and attested by their respective officers who are thereunto duly authorized this, the 25th day of April, 1940.

Attest: T. E. Noell, Ass't. Secretary

Attest: F. E. Egley, Ass't sect.

Approved: Bemers, Burr, McKamy, Farmer,
Division Counsel, TCI&RRCO.

TENNESSEE COAL, IRON AND RAILROAD COMPANY,
by Robt. Gregg, President

CENTRAL HANOVER BANK AND TRUST CO. TRUSTEE,
by F. Wolf, Vice-President.

Approved: F. M. Joy, Mgr. Land Dept. TCI&RRCO.

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 T. E. Noell, whose names as President and Asst. 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 2nd day of May, 1940.

Bessie S. Barry, Notary Public

My commission expires Sept. 13, 1942.

STATE OF NEW YORK |

COUNTY OF NEW YORK |

I, E. F. Ryan, a Notary Public in and for said County in said State, hereby certify that F. Wolfe and F. E. Egley whose names as Vice-President and Asst. 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 14th day of May, 1940.

E. F. Ryan, Notary Public

My commission expires March 30, 1941.

Filed in this office June 1, 1940 at 8 am and recorded in Deed Record 108 at page 409 and examined.

L. C. Walker, Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 1.00 Privilege Tax
has been paid on the within
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE