DEED

(\$1.16 Federal Stamps Cancelled on this Deed)

STATE OF ALABAMA SOUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that, in consideration of Six Hundred Dollars (\$600.00) paid to the Tennessee Coal, Iron and Railroad Company, a corporation, by T. T. Stewart and wife, Pansy Stewart, receipt of which is acknowledged, the said TENNESSEEE COAL, IRON AND RAILROAD COMPANY does hereby grant, bargain, sell and convey unto the said T. T. STEWART AND PANSY STEWART, the South-West quarter of South West quarter of Section 18, Township 20 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 hereby conveyed.

THE Tennessee Coal, Iron and Railroad Company also RESERVES for itself its successors or assigns, a right of way or easement for a road; over a strip of land 60.0 feet in width upon and across the tract of land hereby conveyed and, if it so desires, may grant such rights to others or dedicate said 60.0 feet as a public road, said strip of land being 30.0 feet wide on each side of the following described center line;

Begin at the northeast corner of said South-west quarter of South-West quarter of Section 18; thence in a westerly direction along the north boundary of said quarter-quarter section 533.63 feet to the point of beginning of center line herein described; thence turning an angle of 120 degrees and 42 minutes to the left in a southeasterly direction 1058.45 feet to the intersection with the east boundary of said South-West quarter of South-West quarter of Section 18, said east boundary forming an angle of 30 degrees and 14 minutes and 30 seconds with said center line, said intersection being 416.7 feet north of the southeast qorner of said quarter-quarter section and being terminus of center line herein described.

This conveyance is made upon the covenant and condition that the Tennessee Coal, Iron and Railroad Company, or its successors, assigns. licensees, lessees or contractors, shall have the right to mine and remove the coal and other minerals contained in the land hereby conveyed without leaving supports necessary for sustaining the surface of said land or for preventing damage thereto; and that no right of action for danger on account of injuries to said land or to any buildings, improvements, structures, pipe lines or other sources of water supply 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 cola seam or other 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.T. Stewart and Pansy Stewart, their heirs or assigns, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall consitute a coverant running with the land as against the said T.T. Stewart and Pansy Stewart and all persons, firms or corporations holding under or through the said T.T. Stewart and Pansy Stewart.

TO HAVE AND TO HOLD unto the said T. T. Stewart and Pansy Stewart, their heirsand assigns forever; SUBJECT, however to the following; (a) such easements as may exist over, upon or a cross said land for public roads, electric transmission lines, telephone lines, telegraph lines; and (b) Taxes for the year beginning October 1, 1942.

And the Tennessee Ceal, Iron and Railroad Company does for itself and for its successors and assigns, coverant with the said T. T. Stewart and Pansy Stewart, their heirs and assigns, that it is lawfully seized in fee simple of the land conveyed hereby; that it is 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. T. Stewart and Pansy Stewart, their 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 (successors 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 \$600.00, receipt of which is acknowledged, does hereby join in the execution of this conveyance forthe 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 Railrord 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 20th day of November, 1942.

ATTEST
T. E. Noell
Asst. Secretary
CORPORATE SEAL

ATTEST
F. E. Egly
Asst-Secretary
CORPORATE SEAL

APPROVED:
B. B. McKiff ??
Division Counsel, TCI & RRCo.

F. M. Joy Manager Land Department, TCI & RRCo.

STATE OF ALABAMA

COUNTY OF JEFFERSON

TENNESSEE COAL, IRON MND RAILROAD COMPANY,
BY Robt Gregg

President

CENTRAL HANOVER BANK AND TRUST COMPANY Trustee,

BY E. B. Herendeen

Ass. Vice President

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 office and with full authorty, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23rd day of November, 1942.

Bessie S. Barry Not ary Public

My commission expires Sept. 4, 1946

STATE OF NEW YORK

NOTARY

SEAL

COUNTY OF NEW YORK

I, Thomas F. Meagher, a Notary Public in and for said County, in said State, hereby certify that

E. G. Herendeen, and F. E. Egly, whose names as Ass't Vice President and Ass't Secretary, respectively

of the Central Hanover Bank and Trust Company, a corporation, as 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, 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 officer and with

full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as

trustee as aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 7th day of December, 1942.

Thomas F. Meagher
Not ary Public

THOMAS F. MEAGHER
Notary Public
Queens Co. Clk's No. 1559, Reg. No. 653
Ctf. Filed N.Y. CO. Clk' No. 590 Reg. No. 4M280
Commission Expires March 30, 1944

Filed in the office of the Probate Judge the 31st day of December, 1942 at 1 ofclock P. M. and recorded in the Deed Record 114 on page 267 on this the 1st day of January, 1943.

L. C. Walker,

Judge of Probate

BHELBY CUUNTY

hereby certify that

8.00 Privilece Tax

has been paid on the within

Instrument as required by

low.

L. C. WALKER, JUDGO OF PROBATE