

## Deed

(\$.55 Federal Stamps Cancelled on this Deed)

#1719

STATE OF ALABAMA )  
 )  
 COUNTY OF SHELBY )

THIS AGREEMENT, Entered into this 28 day of November, 1942, by and between E.M. Mullen, of Boothon, party of the first part, hereinafter called "Seller", and Southern Coal & Coke Company, a corporation, party of the second part, hereinafter called "Purchaser":

W I T N E S S E T H:

1. Seller, in consideration of payment to him by Purchaser of the sum of Two Hundred and Fifty Dollars (\$250.00), the receipt of which is hereby acknowledged, and in further consideration of the covenants of the Purchaser, does hereby grant, bargain, sell and convey unto the Purchaser all trees and timber, which in diameter and over at a height of twelve inches (12") will measure when cut eight inches (8")/above the ground located on the Northeast Quarter (NE $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ ) of Section 24, Township 21, South, Range 5 West, all in Shelby County, Alabama, except the hickory timber on said lands, together with the right to enter upon said lands and to cut and remove therefrom said trees and timber.

2. The Purchase, in the exercise of the rights herein granted, shall not in any way interfere with the use by the seller of said land or with the use by the lessees, contractors, or agents of Seller of any portion of said land under rights heretofore or hereafter granted to them by Seller.

It is further understood and agreed that neither Seller nor his lessees, contractors, or agents shall interfere in any way with the rights of the Purchaser under this Agreement.

The Seller further grants unto the Purchaser all reasonable rights of ingress and egress over said lands and other lands of Seller for the purpose of cutting and removing said timber.

3. The Purchaser, in exercising the rights herein granted, shall use reasonable care and diligence to avoid damage to young trees growing on said land and shall cut not witness trees. The Purchaser further agrees to use every reasonable precaution against fire starting on the land herein described and, in the event such fires occur, to use all reasonable means to extinguish them and to prevent damage to the timber growing on said land.

4. The Seller, shall not be liable for any claims for damages which may arise on account of the exercise by the Purchaser of the rights herein granted; and the Purchaser shall indemnify, protect, and save harmless the Seller against all loss, damage, cost, and expense of every character which may be sustained by the Seller on account of the exercise by the Purchaser of the rights herein granted.

5. The rights herein granted shall become effective on the date hereof and shall terminate at the end of three years from the date hereof.

6. Upon the termination of this agreement it is distinctly understood and agreed between the parties hereto that the Purchaser shall thereafter have no further right, title, or interest in or to the timber then remaining on said land; the Purchaser, however, shall have the right to remove and shall remove from said land within fifteen (15) days after said termination buildings, machinery, and other improvements placed thereon by the Purchaser. If the Purchaser fails to remove said buildings, machinery, or other improvements placed on the land by the Purchaser, the Seller may do so at the expense of the Purchaser.

7. The Agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves, but the Purchaser shall not assign or transfer the rights herein granted without first procuring in writing the consent of the Seller.

IN WITNESS WHEREOF, The parties hereto have executed this instrument in duplicate the day and year first above written.

E.M. Mullen  
 Seller.  
 Mae Walter Mullen

SOUTHERN COAL & COKE COMPANY  
 By G.F. Peter  
 It Pres.  
 Purchaser

STATE OF ALABAMA )  
SHELBY COUNTY )

I, A.M. Nabors, a Notary Public, in and for said State, and County, hereby certify that E.M. Mullen and wife Mae Walter Mullen, whose names 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 28 day of November, 1942.

NOTARIAL SEAL

A.M. Nabors  
Notary Public

STATE OF ALABAMA )  
SHELBY COUNTY )

I, A.M. Nabors, a Notary Public in and for said State and County, do certify that on the 24 day of Nov. 28-1942, came before me the within named Mae Walter Mullen, known to me ( or made known to me) to be the wife of the within named E.M. Mullen, who, being examined separate and apart from the husband, touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, without fear, constraint, or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this 28 day of November, 1942.

NOTARIAL SEAL

A.M. Nabors  
Notary Public

Filed in the office of the Probate Judge the 1st day of June, 1944 at 1 o'clock P.M. and recorded in the Deed Record 118 on page 441 on this the 1st day of June, 1944.

STATE OF ALABAMA  
SHELBY COUNTY

L.C. Walker,

I hereby certify that  
\$ 50 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

Judge of Probate

L. C. WALKER  
JUDGE OF PROBATE