

(\$5.50 Federal Stamps Cancelled on this Deed)

# 164

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS That, for and in consideration of Five Thousand and No/100 Dollars (\$5,000.00) paid to the Tennessee Coal, Iron and Railroad Company, a corporation, by R.L. Fulmer and G.W. Fulmer, receipt of which is acknowledged, the said TENNESSEE COAL, IRON AND RAILROAD COMPANY does hereby grant, bargain, sell, and convey unto the said R.L. FULMER AND G. W. FULMER the following described real estate located in Shelby County, Alabama:

(a) The South-West diagonal half of North-East quarter of South-East quarter and the South-East diagonal half of West half of South-East quarter of Section 35, Township 18 South, Range 2 West of the Huntsville Principal Meridian; EXCEPTING, however, from this Paragraph (a) all of the coal, gas, iron ore, oil, limestone and other minerals in and under said lands, 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. The conveyance of the property described in this Paragraph (a) 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 said land, or other lands in which the Tennessee Coal, Iron and Railroad Company, its successors, assigns, licensees, lessees or contractors, may at any time conduct mining operations, 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 herein described 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 coal seam or other roof supports by the Tennessee Coal, Iron and Railroad Company, or its successors, assigns, licensees, lessees, or contractors, whether said mining operations be in said lands or other lands, shall ever accrue to or be asserted by R. L. Fulmer and G. W. Fulmer or by their successors in title, this conveyance being made 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.L. Fulmer and G. W. Fulmer and all persons, firms or corporations holding under or through said R.L. Fulmer and G. W. Fulmer;

(b) All coal in the Water Works Seam and all coal in any seams which may lie above the Water Works Seam in the South-West diagonal half of North-East quarter of South-East quarter, the South-East diagonal half of West half of South-East quarter, and the South-East quarter of Section 35, Township 18 South, Range 2 West of the Huntsville Principal Meridian, together with such mining rights and privileges owned by the Tennessee Coal, Iron and Railroad Company as may be necessary for the mining and removal of coal in said seams. The Tennessee Coal, Iron and Railroad Company, however, RESERVES AND EXCEPTS from this conveyance such mining rights and privileges as may be necessary for the mining and removal of coal not herein conveyed; and conveyance of the property described in this Paragraph (b) is made upon the covenant and condition that the said R.L. Fulmer and G. W. Fulmer shall cause no interference with mining of coal in said land in seams lying below the Water Works Seam, and that the Tennessee Coal, Iron and Railroad Company, its successors, assigns, licensees lessees or contractors, shall have the right to mine and remove from the said land any coal not herein conveyed without leaving supports or otherwise protecting operations in mining coal from the Water Works Seam or seams above the Water Works Seam in said land; and that no right of action on account of loss, damage to equipment or interference with mining operations in the Water Works Seam or seams above the Water Works Seam in said land due to or arising from mining of other coal in said land shall ever accrue to or be asserted by the said R.L. Fulmer and G. W. Fulmer or by their successors in title, and these conditions shall constitute covenants running with said land.

TO HAVE AND TO HOLD unto the said R.L. Fulmer and G. W. Fulmer, their 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) Taxes for the year beginning October 1, 1943, to be paid by the Tennessee Coal, Iron and Railroad Company, taxes for subsequent years to be paid by the said R.L. Fulmer and G. W. Fulmer.

And the Tennessee Coal, Iron and Railroad Company does for itself and for its successors and assigns covenant with the said R.L. Fulmer and G. W. Fulmer, their heirs and assigns, that it is lawfully seized in fee simple of the real estate 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 R.L. Fulmer and G. W. Fulmer, 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 (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 \$5,000.00 receipt of which is acknowledged, does hereby join in the execution of this conveyance for the sole purpose of releasing the property conveyed hereby 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 1st day of September, 1944.

ATTEST:  
T. E. Noell  
Ass't Secretary

(SEAL, CORPORATE)  
ATTEST:  
F. E. Egly  
Ass't Secretary  
(SEAL)(CORPORATE)

APPROVED:  
B B L & McK  
Division Counsel, TCI & RRCO.

STATE OF ALABAMA  
COUNTY OF JEFFERSON

TENNESSEE COAL, IRON AND RAILROAD COMPANY,

BY Robt Gregg,  
President

CENTRAL HANOVER BANK AND TRUST COMPANY,  
Trustee,  
By F. Wolfe,  
Vice President.

APPROVED:  
J. M. Glasgow  
Manager Land Department, TCI & RRCO.

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 5th day of September, 1944.

Bessie S. Barry  
Notary Public  
My commission expires Sept 4, 1946

NOTARIAL SEAL

STATE OF NEW YORK  
COUNTY OF NEW YORK

I, Thomas F. Meagher, a Notary Public, in and for said County in said State, hereby certify that F. Wolfe, and F. E. Egly, whose names as 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 officers 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 14th day of September, 1944.

Thomas F. Meagher  
Notary Public  
THOMAS F. MEAGHER  
Notary Public  
Queens Co. Clk's No. 1413, Reg. No. 48-M-6  
Filed N.Y. Co. Clk's No. 552, Reg. No. 322-M-6  
Commission Expires March 30, 1946

Filed in the office of the Probate Judge the 25th day of October, 1944 at 11 o'clock A.M. and recorded in the Dead Record 119 on page 190 on this the 25th day of October, 1944.

NOTARIAL SEAL

STATE OF ALABAMA  
SHELBY COUNTY  
L.C. Walker, Judge of Probate  
hereby certify that  
\$5.00 Privilege Tax  
has been paid on the within  
instrument as required by  
law.  
L. C. WALKER,  
JUDGE OF PROBATE