

789

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

D E E D

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS That, for and in consideration of Five Hundred Dollars (\$500.00) paid to the Tennessee Coal, Iron and Railroad Company, a corporation by Kelley Rice and wife, Callie May Rice, receipt of which is acknowledged, the said TENNESSEE COAL, IRON AND RAILROAD COMPANY does hereby grant, bargain, sell and convey unto the said KELLEY RICE AND CALLIE MAY RICE the following described real estate located in Shelby County, Alabama:

The South-West quarter of South-East quarter of Section 21, Township 20 South, Range 3 West of the Huntsville Principal Meridian, EXCEPT the following described tract: Begin at the northeast corner of said South-West quarter of South-East quarter of Section 21; thence in a westerly direction along the north boundary of said quarter-quarter section 277.3 feet to intersection with the center line of a road; thence turning an angle of 116 degrees and 00 minutes to the left in a southeasterly direction along the center line of said road 271.0 feet; thence turning an angle of 00 degrees and 42 minutes to the right in a southeasterly direction along the center line of said road 395.0 feet to intersection with the east boundary of said South-West quarter of South-East quarter of Section 21; thence turning an angle of 155 degrees and 42 minutes to the left in a northerly direction along said east boundary 600.5 feet to point of beginning; said tract of land hereindescribed, exclusive of said excepted tract, having an area of 37.5 acres, more or less;

RESERVING, however, from this conveyance the right of the Tennessee Coal, Iron and Railroad Company, its successors or assigns, to make such use of the surface of the land hereby conveyed as may be necessary for mining and removal of coal; and also RESERVING AND EXCEPTING 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; 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.

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 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 hereby conveyed 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, shall ever accrue to or be asserted by the said Kelley Rice and Callie May Rice, their heirs or assigns, 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 Kelley Rice and Callie May Rice and all persons, firms or corporations holding under or through the said Kelley Rice and Callie May Rice.

TO HAVE AND TO HOLD unto the said Kelley Rice and Callie May Rice, their heirs and assigns, forever; SUBJECT, however, to: (a) The right to contract, operate and maintain a gas pipe line and telephone line granted by Tennessee Coal, Iron and Railroad Company to Southern Natural Gas Corporation by instrument dated August 15, 1929; and (b) Such other easements as may exist over, upon or across said land for public roads, electric transmission lines, telephone lines, telegraph lines or pipe lines.

And the Tennessee Coal, Iron and Railroad Company does for itself and for its successors and assigns covenant with the said Kelley Rice and Callie May Rice 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 Kelley Rice and Callie May Rice, their heirs and assigns, forever against the lawful claims of all persons. The warranties herein contained, however, do not apply to any improvements located on the land hereby conveyed.

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 \$500.00, receipt of which is acknowledged, does hereby join in the execution of this conveyance for the sole purpose of releasing the property hereby 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 hereunto affixed and attested by their respective officers who are thereunto duly authorized this, the 20th day of February, 1942.

CORPORATE SEAL

ATTEST:

T. E. Noel
Asst. Secretary.

CORPORATE SEAL

ATTEST:

F. E. Egly
Asst. Secretary.

APPROVED:

B. B. M. B & F.
Division Counsel, TCI & RRCo.

F. M. Joy
Manager Land Department, 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. Noel, whose names are 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 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 11th day of March, 1942.

NOTARIAL SEAL

TENNESSE COAL, IRON AND RAILROAD COMPANY

BY Robt Gregg
President

CENTRAL HANOVER BANK AND TRUST COMPANY,
Trustee,

BY F. Wolfe
Vice President

Bessie S. Barry
Notary Public
My commission expires Sept 13, 1945

STATE OF NEW YORK

COUNTY OF NEW YORK

I, Edward F. Ryan, 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 Asst 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 24th day of March, 1942.

Edward F. Ryan
Notary Public

NOTARIAL SEAL

Edward F. Ryan
Notary Public Nassau Co. No. 1281
Cert. filed in N.Y. Co No. 26, Reg. No. 3R28
Terms expires March 30, 1943

Filed in the office of the Probate Judge the 26th day of December, 1945 at 10 o'clock A.M. and recorded in the Deed Record 123 on page 249 on this the 26th day of December, 1945.

L.C. Walker,

Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

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

L. C. WALKER,
JUDGE OF PROBATE