

\$5.30 Federal stamps have been cancelled on this deed

#2773

D E E D

STATE OF ALABAMA)
SHELBY COUNTY)*Mr. P. E. Murphy, the grantee, positively states there is no other consideration than the \$3,000.00.
L. C. Walker
Judge of Probate*

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Three Thousand Dollars (\$3,000.00) and other good and valuable considerations in hand paid to the undersigned WESLEY W. WEST, PHIL E. DAVANT, and P. M. STEVENSON (hereinafter sometimes called "Grantors") by the grantee hereinafter named, the receipt and sufficiency of which said consideration is hereby acknowledged, we, the undersigned WESLEY W. WEST and wife, NEVA WATKINS WEST, PHIL E. DAVANT and wife, GRACE KELLER DAVANT, and P. M. STEVENSON and wife, ALMA AGEE STEVENSON, do hereby grant, bargain, sell, and convey unto P. E. MURPHY the following described coal seam situated in Shelby County, Alabama, viz:

The Thompson seam of coal located in Sections Twenty-six (26) and Thirty-five (35), Township Nineteen (19) South, Range Three (3) West in Shelby County, Alabama, the location of which is briefly described as follows: Bounded on the East by the down fault running Northwest and Southeast in the Southeast Quarter of Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section Twenty-six (26) and in the Northeast Quarter of Northeast quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section Thirty-five (35), bounded on the South by the vertical fault running Northeast and Southwest through the Northeast Quarter of Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$), Northwest quarter of Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), Southwest Quarter of Northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) and possible through the Southeast quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) all in said Section Thirty-five (35) and bounded on the West and Northwest by the outcrop of said Thompson seam running in a general Northeast and Southwest direction through parts of the Southwest quarter of Southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section Twenty-six (26), the Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), Northeast Quarter of Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) and Southeast quarter of Northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) and Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section Thirty-five (35).

There is expressly excluded from the within conveyance and reserved by the grantors all of the oil, gas, petroleum and sulphur in, on and under and that may be produced from all or any of the hereinabove described lands or interests in lands, together with the full right to and in the grantors, jointly and severally, their heirs, executors and administrators, successors and assigns, of ingress and egress to and from said lands, and with the full and exclusive right at all times to enter upon said lands to explore, develop, operate and occupy said lands for the purposes of exploring, mining, drilling and developing the said lands and holdings for the production of oil, gas, petroleum and sulphur, or any one or more of them, and for removing the same therefrom, and for the storing, handling, transporting and marketing of the same, and together with the full use of such amount of the surface of said lands as is necessary or useful to explore, produce, save, store, refine, extract, absorb, treat, transport and remove such oil, gas, petroleum and sulphur, and to conduct all operations therefor and to erect and use thereon all buildings, derricks, tanks, structures, machinery and equipment as may be necessary or proper for such purposes, and together with the right to lay and operate thereon pipe lines, telephone and telegraph lines, and to repair and remove from said land any of grantor's property thereon at any time, including the right to pull and remove casing, and the right to inject or return gas, water, brine or other substances into the subsurface strata in and under said lands or any part thereof, including the right to drill input wells or shafts for those purposes, and, in addition, and without limiting the foregoing, each and every other right and privilege necessary or proper for the full enjoyment of the ownership of all of such oil, gas, petroleum and sulphur in, on, under and that may be produced from said lands, and each and every right incident to grantor's full ownership thereof.

Subject to the reservation of rights reserved to grantors in the next foregoing paragraph, grantors grant unto grantee the right to use the surface of the lands hereinabove described in such ways that may be necessary in the mining, removal, preparation or marketing of the coal herein conveyed, as well as the right to use, for the same purpose, water in or upon said land, and the right to dispose of refuse upon said land, and grantee shall have the right to cut and remove all timber under eight (8) inches in diameter at the stump, ten (10)

inches above the ground, from the lands hereinabove described, solely for the purpose of obtaining shorings for and for supporting the mines of grantee in the said seam, provided that the rights herein granted to use such surface, water and timber shall not be monopolized by grantee, but shall be used and exercised in reasonable co-operation and harmony with the owners of all other seams of coal contained in and under the lands hereinabove described.

TO HAVE AND TO HOLD unto said grantee, his heirs at law and assigns forever.

It is understood and agreed that the grantors herein make no warranty, express or implied, with respect to the title to the seam of coal hereinabove conveyed, except that grantors warrant the title thereto as against any acts or things done or suffered or any incumbrance created by the grantors herein.

This conveyance is made subject to taxes for the current tax year which grantee hereby assumes and agrees to pay.

The lands hereinabove described are not part of the homestead of any of the grantors herein.

IN WITNESS WHEREOF, the undersigned grantors have hereunto set their hands and seals all on this the 8th day of December, 1945.

Witnesses:

| | | |
|----------------|---------------------|--------|
| W. H. Skipurth | Wesley M. West | (L.S.) |
| W. H. Skipurth | Neva Watkins West | (L.S.) |
| W. H. Skipurth | Phil E. Davant | (L.S.) |
| W. H. Skipurth | Grace Keller Davant | (L.S.) |
| W. H. Skipurth | P. M. Stevenson | (L.S.) |
| W. H. Skipurth | Alma Agee Stevenson | (L.S.) |

STATE OF TEXAS)
COUNTY OF HARRIS)

I, the undersigned authority, in and for said County, in said State, hereby certify that Wesley W. West, and wife, Neva Watkins West, Phil E. Davant and wife, Grace Keller Davant, and P. M. Stevenson and wife, Alma Agee Stevenson, 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 content of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of December, 1945.

NOTORIAL SEAL

E. PARKER
NOTARY PUBLIC

Filed in the office of the Judge of Probate April 9, 1947 at 2 p.m. and duly recorded in Deed Record 129, page 205 on April 11, 1947.

STATE OF ALABAMA
ONELOY COUNTY

L. C. WALKER

I hereby certify that
a 3.00 Property Tax
has been paid on the within
instrument as required by
law.

JUDGE OF PROBATE

L. C. WALKER,
JUDGE OF PROBATE