THE STATE OF ALABAMA)
SHELBY COUNTY

D# 800.00 BQ. 1200.00

Lee Dity. Book 188

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Two Thousand (\$2000.00) DOLLARS to the undersigned grantors, T. H. Brantley, joined by his wife, Lucille Brantley, in hand paid by Glen E. Lucas the receipt whereof is acknowledged we the said T. H. Brantley and wife, Lucille Brantley, do grant, bargain, sell and convey unto the said Glen E. Lucas the following described real estate, to-wit:

The surface right, only, in and to the east half of the northeast quarter of section five, township twenty-one, range three west (Ez of NEz of sec.5, Tp. 21,R. 3 west), situated in Shelby County, Alabama; the grantors specifically 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, iron ore, gas, 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 conveyed.

This conveyance is made upon the covenant and condition that T. H. Brantley and wife, Incile Brantley, their heirs, assigns, licensees 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 above described or to any buildings improvements or structures now or hereafter located upon said land or to any owners or occupants or other persons in or upon said land resulting from pastor future mining operations of T. H. Brantley and wife, Iucile Brantley, or their heirs, assigns, licensees or contractors, or resulting from the removal of coal and other minerals, or coal seam roof supports by the said T. H. Brantley and wife, Iucile Brantley, their heirs, assigns, licensees, lessees, or shall ever accrue to or be asserted by Glen E. Iucas, his heirs, or assigns, licensees, for contractors/this conveyance being 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 Glen E. Iucas, and all other persons, firms or corporations holding under or through said Glen E. Iucas.

TO HAVE AND TO HOLD, To the said Glen E. Lucas, his heirs and assigns forever.

And we do, for us and for our heirs, executors and administrators covenant with the said Glen E. Eucas, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all incumbrances; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said Glen E. Eucas, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 26th day of May, 1947.

WITNESSES:

T. H. Brantley (Seal.)

Lucille Brantley (Seal.)

THE STATE OF ALABAMA) '
SHELBY COUNTY )

I, R. L. Roy, a Justice of the Peace in and for said County,

in said State, hereby certify that T. H. Brant ley and wife, Lucille Brantley, 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 this 26th dayof May, A.D. 1947.

R. L. Roy Justice of the Peace THE STATE OF ALABAMA)

SHELBY COUNTY

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in and for said

County, in said State, hereby certify that on the 26th day of May, 1947, came before me the within named Lucille Brantley known to me (or made known to me) to be the wife of the within named T. H. Brantley who, being examined separate and apart from the husband touching her signature to the within she 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 26th day of May, A.D. 1947.

R. L. Roy Justice of the Peace

Filed in the office of the Judge of Probate May 26, 1947 at 4 p.m. and duly recorded in Deed

Record 129, page 470 on May 27, 1947.

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L. O. WALKER

L. C. Walker

Judge of Probate