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

Deed

Value \$500.00

#1185

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Dollar paid to he undersigned Tennessee Coal, Iron and Railroad Company, an Alabama corporation, by the Antioch Baptist Church, receipt of which is acknowledged, the said TENNESSEE COAL, IRON AND RAILROAD COMPANY, does hereby remise, release, quitclaim and convey for church and cemetery purposes, to the said ANTIOCH BAPTIST CHURCH a tract of land located in the West half of Northeast Quarter of Section 33, Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama, having an area of 3.20 acres, more or less, and described as follows:

Begin at the southwest corner of the North-West quarter of North-East quarter of said Section 33; thence in an easterly direction along the south boundary of said quarter-quarter section 499.6 feet to point of beginning of boundary of tract of land herein conveyed; thence turning an angle of 55 degrees and 47 minutes to the left in a northeasterly direction 472.5 feet; thence turning an angle of 134 degrees and 00 minutes to the right in a southeasterly direction 271.1 feet; thence turning an angle of 46 degrees and 00 minutes to the right in a southwesterly direction 618.45 feet; thence turning an angle of 90 degrees and 00 minutes to the right in a northwesterly direction 195.0 feet; thence turning an angle of 90 degrees and 00 minutes to the right in a northeasterly direction 334.25 feet to point of beginning.

EXCEPTING, however, 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, 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 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 said 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 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 dewatering or 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 bein said lands or other lands, shall ever accrue to or be asserted by the said Antioch Baptist Church, or by its 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 Antioch Baptist Church and all persons, firms or corporations holding under or through said Antioch Baptist Church.

TO HAVE AND TO HOLD unto the said Antioch Baptist Church, its successors and assigns, forever; SUBJECT, However, to the following; (a) Coal mining lease from Tennessee Coal, Iron and Railroad Company to Boothton Coal Mining Company dated July 23, 1947; (b) Right granted by Tennessee Coal, Iron and Railroad Company to Alabama Power Company by contract dated January 4, 1938, to construct, operate and maintain an electric power transmission line; (c) Such other easements as may exist over, upon, or across said land for road, electric power transmission lines, telephone lines, telegraph lines or pipe lines.

The property herein quitclaimed includes two acres of surface claimed by the grantee herein under a deed dated November 24, 1887, from John S. Storrs and wife in favor of Elam Booth, recorded in the office of the Judge of Probate of Shelby County, Alabama, in Volume 10, Record of Deeds Page 339, which deed incorrectly described the said two acres; the grantee herein representing that it is one and the same as the New Antioch Church referred to in said deed.

IN WITNESS WHEREOF, the Tennessee Coal, Iron and Railroad Company has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized this, the 7th day of July, 1948.

TENNESSEE COAL, IRON AND RAILROAD COMPANY,

BY ROBT. GREGG,

President

ATTEST:

C.R. Sexton,

Secretary
CORPORATE SEAL

Approved:

B.B. L. & M.K.
Division

J.M. Glasgow,
Manager Land Department

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Bayless Morrison, a Notary Public in and for said County in said State, hereby certify that Robt. Gregg. and C.R. Sexton whose names as President and Secretary, respective 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 7th day of July, 1948.

NOTARIAL SEAL

Bayless Morrison
Notary Public

Filed in the office of the Probate Judge the 15th day of January, 1949 at 10 o'clock A.M. and recorded in the Deed Record 136 on page 451 on this the 20th day of January, 1949.

L.C. Walker,

STATE OF ALABAMA
SHELBY COUNTY

Judge of Probate

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

L. C. WALKER,
JUDGE OF PROBATE