798! #3,30 Federal Stamps Cancelled on This Value #3,000.00 Deed

STATE OF ALABAMA, I I I SHELBY COUNTY. I I

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of THREE THOUSAND (\$3,000.00) Dollars to the undersigned grantors, R.L. Fulmer and E. A. Fulmer, in hand paid by D.P. Weaver, receipt whereof is hereby acknowledged, we, the said R.L. Fulmer and wife Irma A. Fulmer, and E. A. Fulmer and wife, Mary Elizabeth Fulmer, do grant, bargain, sell and convey unto the said D.P. Weaver the following described real estate, to-wit:

PARCEL L

The surface rights only of the property described as follows: Begin at the Southwest corner of the SW¹/₄ of SE¹/₄, Section 35, Township 18, Range 2 West, and run Northeast along the diagonal line of the SW¹/₄ of SE¹/₄, Section 35, Township 18, Range 2 West, and run Northeast along the deagonal line of the SW¹/₄ of the SE¹/₄ of Section 35, 610 feet to point of beginning; thence turn 90 degrees right and run 105 feet; thence turn 90 degrees left and run 105 feet; thence turn 90 degrees left and run 105 feet turn 90 degrees left and run 105 feet; thence turn 90 degrees left and run 105 feet;

PARCEL 2

The mineral and mining rights to the Wadsworth coal seam only on the following described property:

Begin at the Southwest corner of the SW_4^1 of SE_4^1 of Section 35, Township 18, Range 2 West, and run

North 45 degrees, East 1240 feet; thence turn 90 degrees right and run 1010 feet; thence turn 90

degrees right and run 229.3 feet to the South line of Section 35; thence run West along South line of Section 35; 1425.25 feet to point of beginning, situated in the S_2^1 of the SE_4^1 of Section 35, Township 18,

Range 2 West, Shelby County, Alabama:

PARCEL 3

The mineral and mining rights to the Wadsworth coal seam only on the following described property

Begin at the Northwest corner of the NE4 of Section 2, Township 19, South, Range 2 West;

and run East along the North line of said Section 2 a distance of 100 feet; thence run South 45 degrees,

West 141.4 feet to the West line of NE4 of Section 2; thence run North along said West line

100 feet to point of beginning, containing 1/8 acre, more or less; situated in Shelby County; Alabama.

The property conveyed in this deed is subject to the conditions and easements described in the deed from the Tennessee Coal, Iron & Railroad Company to R.L. Fulmer and E.A. Fulmer, recorded in Volume 123, at Page 552, in the Probate Office of Shelby County, Alabama. The property conv yed above is also subject to the easements, conditions and exceptions set out in the deed from the TENNESSEE COAL, IRON & RAILROAD COMPANY to R.L. Fulmer and G.W. Fulmer, dated September 1st. 1944 and recorded in Volume 119, Page 190, in the Probate Office of Shelby County, Alabama.

And we do transfer, set over and assign to D.P. Weaver the right to exercise jointly with us that certain easement or right-of-way insofar as we are able to do so, set out in the grant of easement from Cecil A. Carlisle and Sue Bryan Carlisle to Birmingham Cahaba Coal Company, as recorded in Volume of Deeds 113, Page 548, in the Probate Office of Shelby County, Alabama. This right to exercise this particular easement or right-of-way is hereby expressly limited to the haulage of coal mined from the Wadsworth seam c nveyed in this instrument and in addition, to the haulage of coal from the NWA of the NEA of Section2, Township 19, Range 2 West, Shelby County, Alabama, and the haulage of equipment necessary to the mining of the coal on said property, it being understood that the use of this right-of-way shall be limited to the operation on the property conveyed in this instrument and the said NWA of the NEA, Section 2, Township 19, Range 2 West. It is understood that when the coal is mined out on the property set out in this paragraph that this right to use the road and easement shall cease and terminate and the interest of the grantee, his heirs and assigns in and to this easement or right-of-way whall revert to the grantors. The Wadsworth seam is otherwise known as the Water Works Seam.

IT IS FURTHER UNDERSTOOD that D.P. Weaver, his heirs and assigns will, jointly with the grantors herein,

keep and maintain this road or right-of-way in reasonable repair for use.

TO HAVE AND TO HOLD, to the said D.P. Weaver, his heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said D.p. Weaver, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are fee from all encumbrances, and 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 D.P. Weaver, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, WE HAVE hereunto set our hands and seals this, 1st. day of August, 1949.

Ra.LL Fulmer (SEAL)

Irma A. Fulmer (SEAL)

Mary Elizabeth Fulmer (SEAL) as been paid (1) in with-

STATE OF ALABAMA SHELBY COUNTY

by law.

L. C. WALKER. JUDGE OF PROBATE

STATE OF ALABAMA

JEFFERSON COUNTY,

I. Andrew W. Griffin, a Notary Public in and for said County, in said State, hereby certify that R. L. Fulmer and his wife, Irma A. Fulmer and E. A. Fulmer and his wifer Mary Elizabeth Fulmer, 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 and seal this 1, day of August. 1949.

Andrew W. Griffin, Notary Public.

STATE OF ALABAMA,

JEFFERSON COUNTY.

I, Andrew W. Griffin, a Notary Public in and for said County, in said State, do hereby certify that on the 1st day of August, 1949, came before me the within named Irma A. Fulmer, and Mary Elizabeth Fulmer, known to me to be the wives of the within named R.L. Fulmer and E.A. Fulmer, respectively, who, being examined separate and apart from their husbands, touching their signatures to the within conveyance, acknowledged that they signed the same of their own free will and accord, without fear, constraints or threats on the part of their hus and s

IN WITNESS WHEREOF, I hereuntd set my hand and seal this 1st day of August. 1949.

Andrew W. Griffin, Notary Public.

Filed in the office of the Judge of robate on the day of August, 1949, at 1 P.M. and recorded in Deed record 209, page 101, on this the 8th day of Aug. 1949.

L.C. Walker,

Judge of Probate.