

#3999

\$1.10 Fed. Stamp Cancelled
on this Deed

BOOK 147 PAGE 216

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of Six Hundred and No/100 Dollars (\$600.00) paid to the Tennessee Coal, Iron and Railroad Company, a corporation, by L. H. Jones and wife, Zella Sullivan Jones, receipt of which is acknowledged, the said TENNESSEE COAL, IRON AND RAILROAD COMPANY does hereby grant, bargain, sell and convey unto the said L. H. JONES AND ZELLA SULLIVAN JONES the South-East quarter of South-West quarter of Section 7, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama; RESERVING AND 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, 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 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 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 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 L. H. Jones and Zella Sullivan Jones, 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 L. H. Jones and Zella Sullivan Jones and all persons, firms or corporations holding under or through the said L. H. Jones and Zella Sullivan Jones.

TO HAVE AND TO HOLD unto the said L. H. Jones and Zella Sullivan Jones, their heirs and assigns, forever; SUBJECT, however, to: (a) Such easements as may exist over, upon or across said land for public roads, electric transmission lines, telephone lines, telegraph lines or pipe lines; (b) Taxes for the year beginning October 1, 1942; and (c) A lease to L. H. Jones, which lease expires December 31, 1942.

And the Tennessee Coal, Iron and Railroad Company does for itself and for its successors and assigns covenant with the said L. H. Jones and Zella Sullivan Jones, 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 L. H. Jones and Zella Sullivan Jones, their heirs and assigns, forever against the lawful claims of all persons.

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 \$600.00, receipt of which is acknowledged, does hereby join in the execution of this conveyance for the sole purpose of releasing the property herein 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 15th day of September, 1942.

TENNESSEE COAL, IRON AND RAILROAD COMPANY,

By *Tom Weig* President.

ATTEST:

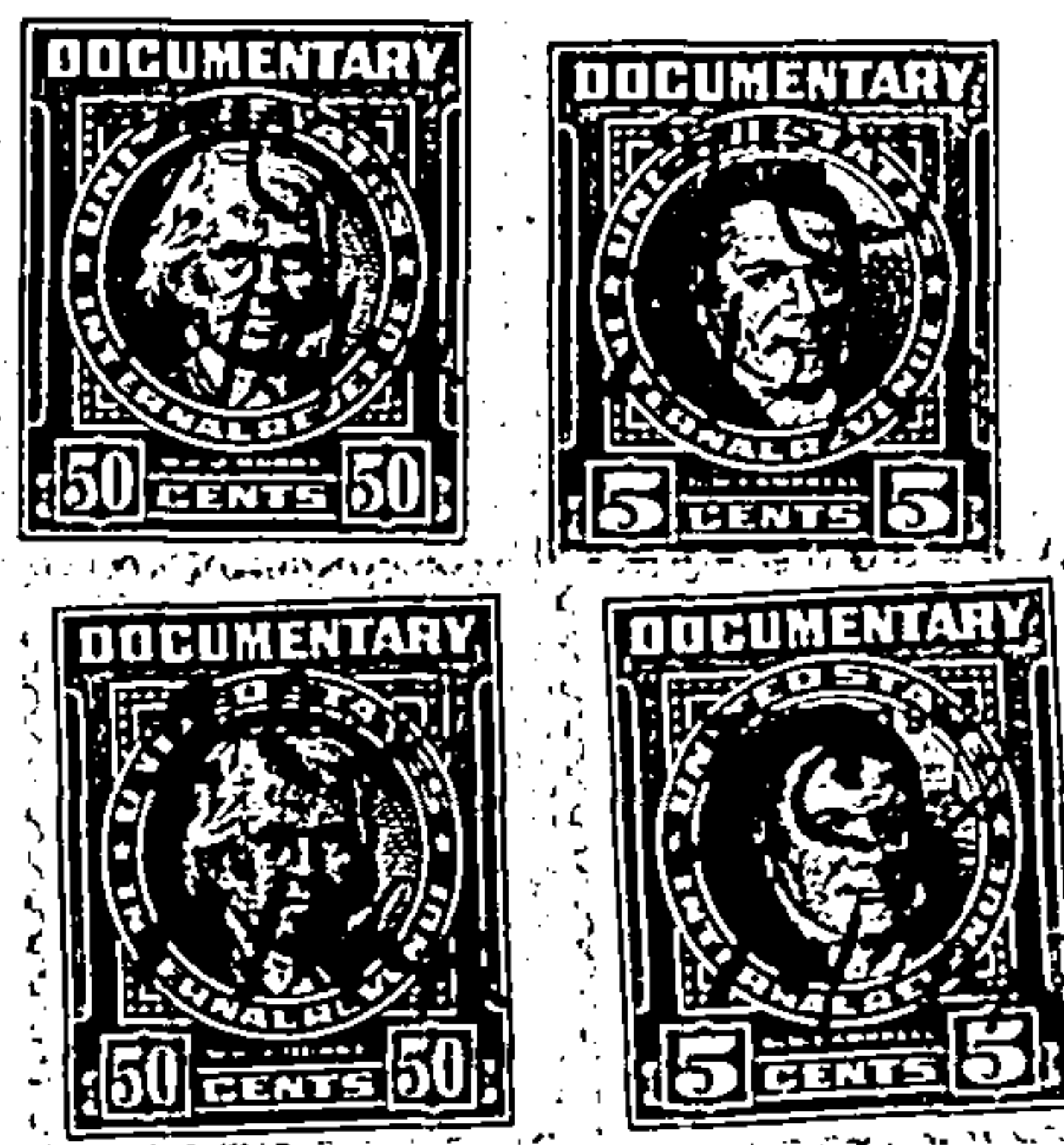
CA. Sexton
Secretary.

CENTRAL HANOVER BANK AND TRUST COMPANY,
Trustee,

By *W. H. McGuire*
as vice President.

ATTEST:

Edy
asse Secretary.



APPROVED:

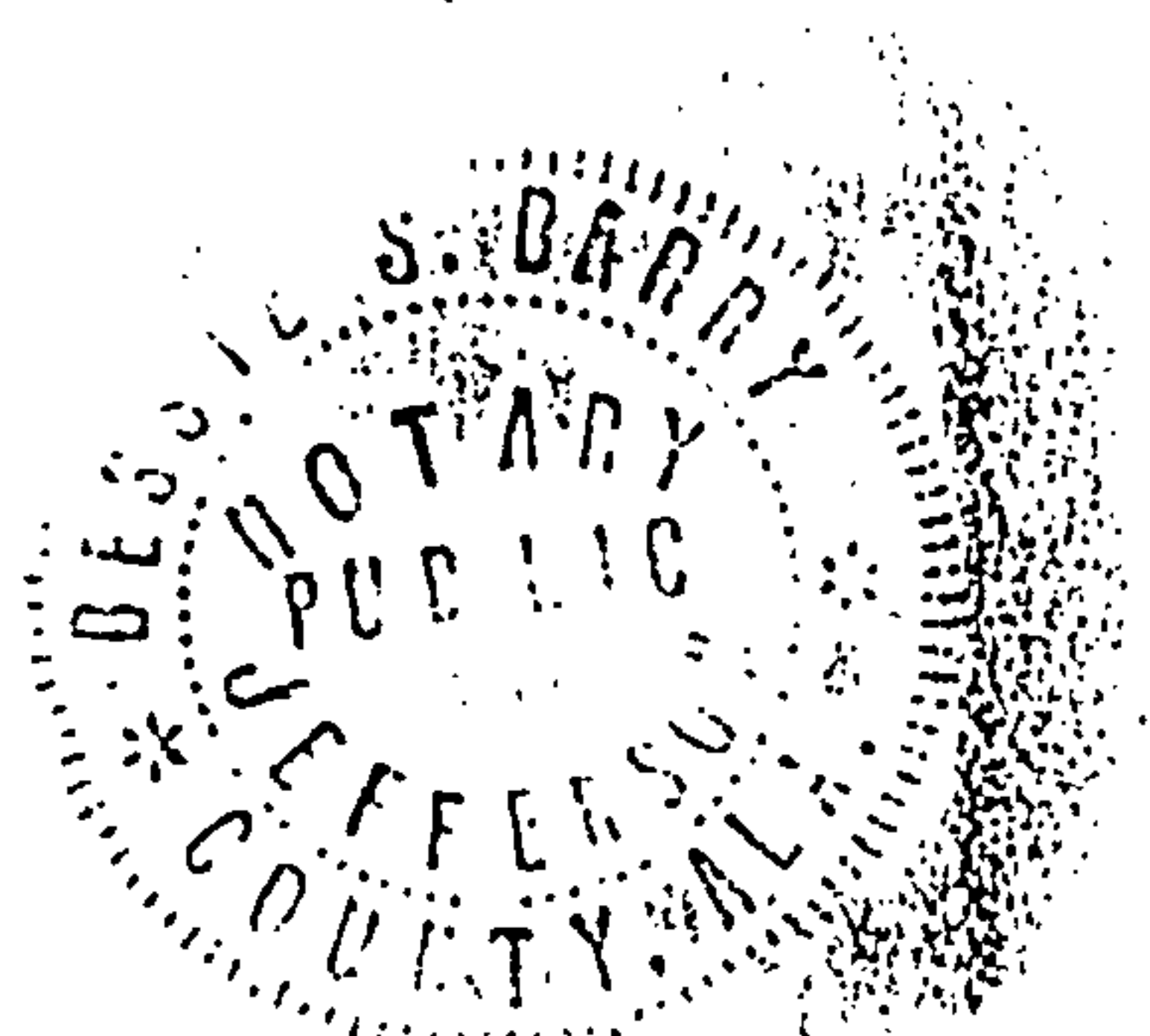
Wm. C. F.
Division Counsel, TCI&RRC.

Jan. 20
Manager Land Department, TCI&RRC.

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Bessie S. Barry, a Notary Public in and for said County in said State, hereby certify that Robert Gregg and C. R. Sexton, whose names as President and 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 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 21st day of September, 1942.



Bessie S. Barry
Notary Public.

My commission expires Sept. 4, 1946.

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 J. J. Harrigan and J. R. Kelly, whose names as 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 1st day of October, 1942.

Edward F. Ryan
Notary Public

EDWARD F. RYAN
NOTARY PUBLIC NASSAU CO. NO. 1281
CERT. FILED IN N. Y. CO. NO. 25, REG. NO. 3R28
TERM EXPIRES MARCH 30, 1943

Filed in the office of the Probate Judge on the 13 day of July 1951 at 10 o'clock A M.
and recorded in Deed Book 147 Page 216 this 16 day of July 1951.
Deed Tax 1.00 Mortgage Tax has been paid.

L.C. Walker, Judge of Probate

\$2.00