TO HAVE AND TO HOLD to the said Grantee with all the rights and appurtenances thereunto belonging, forever. And the grantors covenant with the said Grantee, that they are lawfully seized in fee of the aforegranted premises: that the said premises contain the number of acres hereinabove mentioned; that they are free from all encumbrance; that they have a good right to sell and convey the same to the said Grantee, and that they will warrant and defend the said premises to the said Grantee forever, against the lawful claims and demands of all persons. But this conveyance is made upon the following condition, subsequent, that is to say: Unless the said Grantee, pays or tenders or causes to be paid or tendered to the grantors, on or Alabama, the further sum of..... "for the fee simple title to the lands hereby conveyed, and at the same rate for any interest therein less than the fee simple, or for any less number of acres than that stated above, then this conveyance and the title hereby conveyed shall be null and void, and the consideration presently paid shall be forfeited to the grantors; but there shall be no obligation upon the said Grantce to pay or tender the said sum of money. The grantors further agree to execute such receipts and other instruments at the time of payment of said sum of money, as the said Grantee may deem necessary. The grantors further agree to cure defects in the fee simple title to the land herein conveyed, if any there be, and if they fail to do so within the time during which the said Grantce may pay or tender said sum of money, then the time within which said money may be paid or tendered shall be extended for thirty days after such defects are cured. It is further agreed that the grantors retain possession of, assess for and pay the taxes on said land until the purchase money is fully paid, but the said Grantee may without binding himself hereunder, at any time within said period enter upon said lands and make a survey and examination thereof without liability for damages in so doing. Where the word Grantee or Grantor is used herein it shall include Grantee's or Grantor's heirs, executors, administrators, successors or assigns, as the case may be. It is further agreed that the Grantee shall have the right to go upon the land described above to conduct topographical and geological surveys and examinations, including drilling test holes, and the right to do other things necessary or desirable on such land to determine the value and usefulness thereof, and in addition the right of ingress and egress for such works. The Grantor further agrees that the Grantee shall have the right, at any time during the period for the payment of said further sum of money referred to above, or any extension thereof as herebefore provided, to extend said period for payment of said further sum of money for \_\_\_\_\_\_ consecutive periods of ninety (90) days each upon the payment or tender to the Grantor at the office of the Dollars Grantee in Birmingham, Alabama, of for each such extension. All sums paid for such extensions credited as a part of the purchase price for the lands described herein. Is the year of our Lord Signed, Sealed and Delivered in Presence of: LAN-1996---2 THE STATE OF ALABAMA, NOTARY PUELIC STATE AT LARGE whose names lesses signed to the foregoing Conveyance, and who lesses known to me, acknowledged before me day the same bears date. Given under my hand and official scal, this...../.... NOTARY PUBLIC STATE AT LARGE THE STATE OF ALABAMA, STATE OF ALABAMA, SHELBY COUNTY I, L.C. Walker, Judge of Propate, hereby certify that the within was filled for record the. who, being examined separate and apart from the husband, touching her signature to the within Conveyance, acknow-

ledged that she signed the same of her own free will and accord, without fear, constraint, or threats on the part of the

husband.