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TENNESSEE COAL, IRON AND RAILROAD COMPANY-----TO-----W. A. BELCHER LUMBER CO.

KNOW ALL MEN BY THESE PRESENTS that, in consideration of Twenty-Two Thousand, One Hundred Sixteen and 16/100 Dollars (\$22, 116.16) paid to the Tennessee Coal, Iron and Railroad Company, an Alabama corporation, by the W. A. Belcher Lumber Company, receipt of which is acknowledged, the said TENNESSEE COAL, IRON AND RAILROAD COMPANY does hereby grant, bargain, sell and convey unto the said W. A. BELCHER LUMBER COMPANY the following described real estate located partly in Bibb County, partly in Jefferson County, partly in Shelby County, and partly in St. Clair County, Alabama:

PARAGRAPH A

Township 20 South, Range 3 West: : South-East quarter of North-West quarter;
Township 20 South, Range 4 West: Section 3: South half of South-East quarter;
Section 10: North-East quarter, South half of South East quarter;
Section 11: West half of North-East quarter, North-West quarter;

Township 20 South, Range 5 West: Section 9: South half of North-East quarter, South East quarter;
Section 10: South half of North-West quarter, West half of South-West quarter;
Section 13: North-East quarter of North-West quarter, South-West quarter of North-West quarter;
Section 14: South half of South-East quarter;
Section 23: North-West quarter of North-East quarter, North half of North-West quarter, South-West quarter of North-West quarter;
Section 27: North-West quarter of South-East quarter;
Section 34: South half of South-West quarter;

Township 21 South, Range 5 West: Section 4: South-East quarter of North-East quarter;
Section 5: North-East quarter of North-East quarter;

Township 14 South, Range 3 East: Section 6: Southwest diagonal half of South-East quarter of South-West quarter;

Township 24 North, Range 10 East: Section 13: Southeast diagonal half of North-East quarter, North half of South-East quarter, South-East quarter of South-East quarter;
Section 13: Undivided 51615/100000 Interest in the following: Southeast diagonal half of South-West quarter and South-West quarter of South-East quarter;
Section 24: Undivided 1/2 Interest in the following: West half of North-West quarter;
Section 24: Undivided 51615/100000 Interest in the following: North-East quarter of North-West quarter;

Township 24 North, Range 11 East: Section 3: Undivided 51615/100000 Interest in the following: South-West quarter of South-West quarter;
Section 7: Undivided 1/2 Interest in the following: North-West quarter of North-East quarter, South half of North-East quarter, South-East quarter of North-West quarter;
Section 8: Undivided 508/1000 Interest in the following: North-West quarter of North-West quarter;
Section 8: Undivided 1/4 Interest in the following: South-West quarter of North-East quarter, South-East quarter of North-West quarter,

North half of South half of section South-
West quarter of South-East quarter;

Section 9: Undivided 51615/100000 Interest in the fol-
lowing: East half of North-East quarter;

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Paragraph A (Continued)

Township 24 North, Range 11 East: Section 10: Undivided 51615/100000 Interest in the fol-
lowing: North-West quarter of North-East
quarter, North-West quarter of section;

Section 10: Undivided 472/1000 Interest in the follow-
ing: East half of North-East quarter,
South-West quarter of North-East quarter;

Section 17: Undivided 3/8 Interest in the following:
That part of the West half of South-West
quarter lying south and west of Cahaba
River and that part of South-East quarter
of South-West quarter lying south and east
of Cahaba River;

Section 18: Undivided 3/8 interest in the following:
East half of South-East quarter, South
West quarter of South-East quarter;

Section 18: Undivided 2/3 Interest in the following:
North-West quarter of South-East quarter,
that part of South-East quarter of South-
West quarter lying southeast of Cahaba
River;

Section 19: Undivided 3/8 Interest in the following:
North half of North-East quarter, that
part of North-East quarter of North-West
quarter lying east of Cahaba River;

Section 20: Undivided 3/8 Interest in the following:
North-West quarter of North-West quarter;

PARAGRAPH B

Township 20 South, Range 5 West: Section 9: South-East quarter of North-West quarter,
North-East quarter of South-West quarter;

Township 21 South, Range 4 West: Section 25: South-East quarter of North-West quarter,
Southeast diagonal half of East half of
South-West quarter of North-West quarter;

EXCEPTING, however, from the land described in this Paragraph B the minerals and mining
rights which are not owned by the Tennessee Coal, Iron and Railroad Company;

PARAGRAPH C

Township 17 South, Range 5 West: Section 12: South-East quarter of South-East quarter;

Section 13: North half of North-East quarter;

EXCEPTING, however, from the land described in this Paragraph C the minerals and mining
rights which are now owned by the Tennessee Coal, Iron and Railroad Company;

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Conveyance of the land described in this Paragraph C is made SUBJECT to right of redemption expiring May 20, 1946, and, in the event of redemption, the money paid for the redemption shall be paid to the said W. A. Belcher Lumber Company;

Conveyance of the land described in this Paragraph C is made on the following condition which shall constitute a covenant running with the land as against the said W.A. Belcher Lumber Company and all persons, firms or corporations holding under or through the said W. A. Belcher Lumber Company: That the Tennessee Coal, Iron and Railroad Company, its successors, assigns, grantees, licensees and all persons, firms and corporations operating partially or wholly under contract with the Tennessee Coal, Iron and Railroad Company shall have the right to cause deposits in, to consume, to divert, to pollute and to use in any way the waters of Village Creek and its tributaries, and to cause deposits on and to overflow the said land; and that no right of action shall ever accrue to or be asserted by the said W. A. Belcher Lumber Company, its successors or assigns, by reason of any damages heretofore or hereafter done the said land by deposits in or by the consumption, diversion or pollution of, or by the use in any way of the waters of said Village Creek and its tributaries. The purpose and intent of this condition is to reserve to the Tennessee Coal, Iron and Railroad Company, its successors, assigns, grantees, licensees and persons, firms and corporations operating partially or wholly under contract with the said Tennessee Coal, Iron and Railroad Company, not only the right to cause deposits in, to consume, to divert, to pollute and to use in any way the waters of said Village Creek and its tributaries, and to cause deposits on and to overflow the said land, but to further reserve unto the said Tennessee Coal, Iron and Railroad Company, its successors and assigns, the right to transfer and convey these same rights to any person, firm or corporation without in any way impairing the right of the Tennessee Coal, Iron and Railroad Company, its successors, assigns, licensees and persons, firms and corporations, as aforesaid, to cause deposits in, to consume, to divert, to pollute and to use in any way the waters of said Village Creek and its tributaries, and to cause deposits on and to overflow the said land at any and all times, either in conjunction with or independently of any other person, firm or corporation;

PARAGRAPH D

Township 21 South, Range 5 West: Section 14: Undivided 1/2 Interest in the following:
North-West quarter of North-East quarter;
North half of South-East quarter; North-East quarter of South-West quarter; East half of North-West quarter EXCEPT that part of said half-quarter section described as follows: Begin at the intersection of the north boundary of said half-quarter section with the top edge of the west bank of Shades Creek, thence in a westerly direction along said north boundary to the northwest corner of said half-quarter section, thence in a southerly direction along the west boundary of said half-quarter section to the southwest corner of North-East quarter of North-West quarter, thence continuing in a south-

erly direction along said west boundary to center line of the first branch flowing east into Shades Creek, thence in an easterly direction along the center line of said branch to intersection with a projection of the top edge of the west bank of Shades Creek, thence in a northerly direction along said projection and along said top edge of said west bank to point of beginning;

EXCEPTING, however, from the land described in this Paragraph D the minerals and mining rights which are not owned by the Tennessee Coal, Iron and Railroad Company;

Conveyance of the land described in this Paragraph D is made on the condition, which shall constitute a covenant running with said land, that the Tennessee Coal, Iron and Railroad Company and the Republic Steel Corporation, or either of them, their successors or assigns, shall have the right to cause deposits of any kind in, and to consume, to divert, to pollute and to use in any way the waters of Shades Creek and its tributaries, including Furnace or Mill Creek, and to cause deposits of any kind on and to overflow the said land, and that no right of action shall ever accrue to or be asserted by the said W. A. Belcher Lumber Company, its successors or assigns, against the Tennessee Coal, Iron and Railroad Company and the Republic Steel Corporation, or either of them, their successors or assigns, by reason of any damages heretofore or hereafter done the said land by deposits in or by the consumption, diversion, or pollution of or by the use in any way of the waters of said Shades Creek and its tributaries, including Furnace or Mill Creek. The purpose and intent of this condition is to grant the Tennessee Coal, Iron and Railroad Company and the Republic Steel Corporation, and to each of them, their successors, assigns, grantees, licensees and persons, firms and corporations operating partly or wholly under contract with the Tennessee Coal, Iron and Railroad Company and the Republic Steel Corporation, or either of them, not only the right to cause deposits in, to consume, to divert, to pollute and to use in any way the waters from said Shades Creek and its tributaries, including Furnace or Mill Creek, and to cause deposits on and to overflow the said land, but to further reserve unto the said Tennessee Coal, Iron and Railroad Company and the Republic Steel Corporation, and to each of them, their successors and assigns, the right to transfer and convey these same rights to any person, firm or corporation without in any way impairing the right of the Tennessee Coal, Iron and Railroad Company and the Republic Steel Corporation, or either of them, to cause deposits in, to consume, to divert, to pollute and to use in any way the waters of said Shades Creek and its tributaries, including Furnace or Mill Creek, and to cause deposits on and to overflow the said land at any and all times, either in conjunction with each other or

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any other person, firm or corporation or independently of each other and of any other person, firm, or corporation.

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TO HAVE AND TO HOLD unto the said W. A. Belcher Lumber Company, its successors and assigns, forever; SUBJECT, however, to the following: (1) Release from damages dated July 31, 1945, from the Tennessee Coal, Iron and Railroad Company and the Tennessee Land Company to the Republic Steel Corporation covering interest in land described in Paragraph D; (2) Rights for the construction, maintenance and use of an

electric power transmission line in the South-West quarter of South-East quarter of Section 3 and the West half of North-East quarter of Section 10, Township 20 South, Range 4 West, granted by the Tennessee Coal, Iron and Railroad Company to the Alabama Power Company by agreement dated November 5, 1937; (3) Such other easements as may exist over, upon or across said land hereby conveyed for railroads, public roads, electric power transmission lines, telephone lines, telegraph lines or pipe lines; (4) Taxes for the year beginning October 1, 1944, to be paid by the Tennessee Coal, Iron and Railroad Company, taxes for subsequent years to be paid by the W. A. Belcher Lumber Company; (5) A lease to Tedd Joy Wildlife Sanctuary, which lease expires November 19, 1945, rents under which are to be retained by The Tennessee Coal, Iron and Railroad Company; (6) A lease to Henry T. Green, a lease to D. W. Sanders, a lease to Jack Stewart, a lease to E. R. Morris, a lease to W. M. Russell, a lease to Annie Lou Fancher, a lease to Cahaba Sportsmens Club, a lease to O. T. Richards, and a lease to Mrs. Lula Williams, all of which leases expire December 31, 1945, rents under which are to be retained by the Tennessee Coal, Iron and Railroad Company.

And the Tennessee Coal, Iron and Railroad Company does for itself and for its successors and assigns covenant with the said W. A. Belcher Lumber Company, its successors and assigns, that it is lawfully seized in fee simple of the lands conveyed hereby; that they are 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 W. A. Belcher Lumber Company, its successors 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 \$22,116.16, receipt of which is acknowledged, does hereby join in the execution of this conveyance for the sole purpose of releasing the property hereby 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 property 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 5th day of September, 1945.

(SEAL)

TENNESSEE COAL, IRON AND RAILROAD COMPANY,

ATTEST:

By Robt Gregg President.

T. E. Noell,
Asst. Secretary.

(SEAL)

CENTRAL HANOVER BANK AND TRUST COMPANY,
as Trustee,

ATTEST:

By J T Harrigan Vice President.

F. E. Egly
Asst. Secretary.

Approved B B L & McK
Division Counsel, TCI&RRCo.

Approved J. M. Glasgow

Register Land Department, TCI&RR

STATE OF ALABAMA

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COUNTY OF JEFFERSON

I, Bessie S. Barry, a Notary Public in and for said County in said State, hereby certify that Robt. Gregg and T. E. Noell, whose names as President and Asst. 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 5th day of September, 1945.

(SEAL)

Bessie S. Barry
Notary Public.

My commission expires September 4, 1946.

STATE OF NEW YORK

COUNTY OF NEW YORK

I, THOMAS F. MEAGHER, a Notary Public in and for said County in said State, hereby certify that J. T. Harrigan and F. E. Egly, whose names as Vice President and Ass't 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 25th day of September, 1945.

(SEAL)

Thomas F Meagher
Notary Public.

THOMAS F. MEAGHER
NOTARY PUBLIC

Queens Co. Clk's No. 1413, Reg. No. 48-M-6

Ctf. Filed N. Y. Co. Clk's No. 552, Reg. No. 322-M-6

Commission Expires March 30, 1946

THE STATE OF ALABAMA)
TUSCALCOSA COUNTY)

I, CHESTER WALKER, Judge of Probate, hereby certify that the foregoing conveyance was filed in my office for registration on the 9 day of Oct. 1945, at 9 o'clock A. M., and duly recorded in Deed Record No. 230, Page 546. Also \$22.50 Deed Tax paid. \$24.75 Stamps.

Chester Walker
Judge of Probate



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THE STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, DAVID M. COCHRANE, JUDGE OF PROBATE, HEREBY
CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND CORRECT
COPY OF Deed - Tenn. Coal, Iron & Railroad Co. to
W. A. Baker Lumber Co.
THAT APPEARS ON RECORD IN MY OFFICE IN Deed
BOOK NO. 230 PAGE 546.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE
27 DAY OF October, 1965.

David M. Cochrane
DAVID M. COCHRANE
JUDGE OF PROBATE
TUSCALOOSA COUNTY, ALA.

STATE OF ALABAMA, BIBB COUNTY. Office of Judge of Probate
I hereby certify that the within instrument was filed in this office for
record on the 4 day of November 1965 at 9
o'clock PM and recorded in
vol. 83 of Deeds
page 589 and examined.
W. H. Slaton
Judge of Probate

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 11/23 1965
RECORDED 11/23 1965
& \$ 1.00 TAX
PD. CH. 11/23 1965
W. H. Slaton
JUDGE OF PROBATE

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