

LIMITED WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

1325

12,000

KNOW ALL MEN BY THESE PRESENTS, that Burgess Mining and Construction Corporation, an Alabama corporation qualified to do business under and by virtue of the laws of the State of Alabama (hereinafter called "Grantor") for and in consideration of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by A. E. Burgess (hereinafter called "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey, subject to all the terms, covenants, reservations, conditions and limitations hereinafter contained, to the said Grantee, his heirs, executors, administrators and assigns, the following described real property situated in Township 21 South, Range 5 West in the County of Shelby, State of Alabama, and more particularly described as follows:

In Fee Simple

In Section 11

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ excepting a part of a cemetery lot situated in the southwest corner thereof.

In Section 12

The SW $\frac{1}{4}$
The W $\frac{1}{2}$ of the SE $\frac{1}{4}$

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO all rights and privileges granted to the County of Shelby as set out in Instrument dated May 28, 1962 from Republic Steel Corporation;

SUBJECT TO all rights and privileges granted to Colonial Pipe Line Company as set out in Instruments dated April 26, 1963 and May 18, 1971 from Republic Steel Corporation;

SUBJECT ALSO TO all easements, covenants, reservations, restrictions, limitations and conditions of record and those that are visible upon the premises but not of record; zoning ordinances, if any; public highways; and all taxes and assessments, if any, due and payable after date hereof, which taxes and assessments the Grantee, by acceptance hereof, agrees to assume and pay.



19720214000007720 1/3 \$.00
Shelby Cnty Judge of Probate, AL
02/14/1972 12:00:00 AM FILED/CERT



19720214000007720 2/3 \$.00
Shelby Cnty Judge of Probate, AL
02/14/1972 12:00:00 AM FILED/CERT

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This conveyance is made on the express condition that the Grantee for himself and on behalf of his heirs, executors, administrators, assigns, contractors, permittees, licensees, and lessees, by the acceptance hereof, releases and forever discharges Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity in connection with any prior owners past use of or the condition of the premises and the past, present or future use and/or the condition of adjacent and nearby lands with respect to industrial, mining, mine waste disposal and quarrying operations, and whether such industrial mining, mine waste disposal and quarrying operations be conducted by Grantor, or by Grantor's successors, assigns, grantees, licensees, contractors, permittees and lessees.

TO HAVE AND TO HOLD the above granted property to said Grantee, his heirs, executors, administrators and assigns, forever.

AND the Grantor, for itself, its successors and assigns, does hereby covenant with the said Grantee, his heirs, executors, administrators, and assigns, that the property described above is free and clear from all encumbrances whatsoever, created by, from through or under the Grantor except as stated above, and that said Grantor will forever WARRANT AND DEFEND the same with the appurtenances thereunto belonging, unto the said Grantee, his heirs, executors, administrators and assigns, against all lawful claims of all persons, claiming by, from, through or under the Grantor herein, except as stated above.

IN WITNESS WHEREOF, Burgess Mining and Construction

Corporation has executed these presents by officers thereunto
duly authorized this 7th day of February,
1972.

Burgess Mining and Construction Corp.



19720214000007720 3/3 \$.00
Shelby Cnty Judge of Probate, AL
02/14/1972 12:00:00 AM FILED/CERT

By Charles R. Burgess
Charles R. Burgess, President

ATTEST: W. J. Davis
W. J. Davis, Secretary

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, William E. Purcell Jr., a Notary Public in and for
said County in said State, hereby certify that Charles R. Burgess
and W. J. Davis, whose names as President and Secretary,
respectively, of Burgess Mining and Construction Corporation, a
coeporation, are signed to the foregoing conveyance, and who are
known to me and who are known to me to be such President and
Secretary, acknowledged before me on this day that, being informed
of the contents of the above and foregoing 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 7th
day of February, 1972.

William E. Purcell Jr.
Notary Public

My Commission Expires: September 21, 1974

State of Alabama - At Large

STATE OF ALA. SHELBY CO.
NOTARY PUBLIC
THIS INSTRUMENT WAS FILED
FEB 14 1972 4:00 PM
REC. EX. 2 PAGE 155 SHOWN ABOVE
UCC FILE NUMBER OR
REC. EX. 2 PAGE 155 SHOWN ABOVE
JUDGE OF PROBATE