

STATE OF ALABAMA)

SHELBY COUNTY)

This instrument was prepared by
Fred McDuff, Attorney
Woodward, Alabama

5781

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of FIFTY EIGHT THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$58,500.00) to The Mead Corporation, an Ohio Corporation, successor by merger to Woodward Corporation, formerly Woodward Iron Company, (hereinafter sometimes referred to as "Grantor"), in hand paid by MEAD LAND SERVICES, INC., an Ohio Corporation, (hereinafter sometimes referred to as "Grantee"), receipt of which is hereby acknowledged, the said Grantor does hereby, subject to the reservations, exceptions, conditions, covenants and provisions hereinafter stated, grant, bargain, sell and convey to the said Grantee the following real estate, situated in Shelby County, Alabama to wit:

PARCEL I:

All interest in the Southwest Quarter of the Southwest Quarter of Section 5, Township 21 South, Range 2 West, containing 40 acres, more or less.

PARCEL II:

The following lands, minerals and mining rights excepted; the South Half of the Northwest Quarter; the East Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 5, Township 21 South, Range 2 West, containing 200 acres more or less.

PARCEL III:

A tract of land, minerals and mining rights excepted, being that part of the West Half of the Northeast Quarter of Section 29, Township 21 South, Range 2 West, lying West of the Louisville and Nashville Railroad, containing 22.35 acres, more or less.



19740524000025470 1/3 \$.00
Shelby Cnty Judge of Probate, AL
05/24/1974 12:00:00AM FILED/CERT

PARCEL IV:

19740524000025470 2/3 \$.00
Shelby Cnty Judge of Probate, AL
05/24/1974 12:00:00AM FILED/CERT

A tract of land, minerals and mining rights excepted, being that part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 21 South, Range 2 West, lying East of Interstate Highway No. 65, containing 1.56 acres, more or less.

PARCEL V:

A tract of land, minerals and mining rights excepted, being that part of the Southeast Quarter of the Northwest Quarter of Section 32, Township 21 South, Range 2 West, containing 20.98 acres, more or less, and lying East of Interstate Highway No. 65.

There is reserved and excepted from Parcel I and Parcel II a 60-foot wide non-exclusive right of way and easement for a road over and across said Parcels. Said road to be located by mutual agreement between Grantor and Grantee, or Grantee's successors and assigns, surveyed, and map or plat of said survey placed on record. Either Grantor or Grantee, or Grantee's successors and assigns, shall have the right to convey said right of way to Shelby County, Alabama or any other appropriate governmental body.

This conveyance is made subject to the following additional exceptions, reservations, conditions, covenants, and provisions to wit:

1. This conveyance is also made subject to all existing leases, easements, rights of way, burdens and encroachments of any and all kinds, if any, whether or not of record, affecting any part of said land, and without limiting the foregoing, this conveyance is made subject to all existing electric power lines, gas or other pipe lines, or other service lines of any nature of Grantor or others, if any, now on or under said land, together with the right to maintain, operate, use, and make additions to or alterations in the same in the approximate places where now located.
2. This conveyance is also made subject to all laws, ordinances, zoning regulations and restrictions affecting said lands or any part thereof.
3. This conveyance is made subject to ad valorem taxes for the tax year beginning October 1, 1973 due October 1, 1974.

TO HAVE AND TO HOLD, Unto the said Grantee, its successors and assigns forever, subject however, to the reservations, exceptions, conditions, limitations, covenants, and provisions herein set forth.

Subject to the foregoing, the said Grantor does, for itself and for its successors and assigns, covenant with the said Grantee, its successors

BOOK 287 PAGE 79

and assigns, that it is lawfully seized in fee simple of said premises; that they are free and clear of all liens and encumbrances except as herein mentioned; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said The Mead Corporation, a Corporation, the said Grantor, has caused these presents to be executed in its name and behalf and its corporate seal to be affixed thereto by its officers thereunto duly authorized this 1st day of May, 1974.

ATTEST:

THE MEAD CORPORATION,
a Corporation,

Fred M. Duff
Assistant Secretary

By: W. W. Blair *WCB*
Vice President *OK gfm*

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, June O. Hauer, a Notary Public, in and for said county in said state, hereby certify that W. W. Blair, whose name as Vice President of The Mead Corporation, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 1st day of May, 1974.



19740524000025470 3/3 \$.00
Shelby Cnty Judge of Probate, AL
05/24/1974 12:00:00AM FILED/CERT

June O. Hauer
Notary Public

Notary Public, Alabama State at Large
My commission expires April 17, 1976
Bonded by Home Indemnity Co. of N. Y.