

STATE OF ALABAMA)

SHELBY COUNTY)

S-80-4

DEED

19800820000091940 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
08/20/1980 00:00:00 FILED/CERTIFIED

In consideration of one hundred dollars and other good and valuable considerations paid to Mead Land Services, Inc., a corporation, (hereinafter called MLS) by Ten Shares, a limited partnership, (hereinafter called Grantee), the receipt of which MLS hereby acknowledges, MLS does hereby grant, bargain, sell and convey unto the Grantee the following described real estate, situated in Shelby County, Alabama (hereinafter called Real Estate):

A tract of land located in the Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18 and the Northeast Quarter of the Northeast Quarter of Section 19, all in Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 18, Township 21 South, Range 2 West and run northerly along the West side of the said Quarter-Quarter for 1346.55 ft. to the Northwest corner of the said Southeast Quarter of the Southeast Quarter; then continue in a northerly direction along the last described course for 112.00 feet; then turn an angle of 92° 22 minutes 51 seconds to the right and run easterly for 521.36 feet to a point on the West right of way of the L&N Railroad; (said point being 50.00 feet at right angles from the center line of the main line rails); then turn an angle of 63 degrees 32 minutes 05 seconds to the right and run southeasterly along said railroad right of way for 125.00 feet to a point on the South side of the Northeast Quarter of the Southeast Quarter; then continue in a southeasterly direction along the said railroad right of way for 241.59 feet to a point on the East side of the West Half of the Southeast Quarter of the Southeast Quarter of said Section 18; then turn an angle of 23 degrees 57 minutes 19 seconds to the right and run southerly along the East side of the said West Half for 1124.88 feet to the Southeast corner of the said West Half; then continue along the last described course for 17.15 feet to the beginning of a tangent curve concave northeasterly and having a radius of 198.10 feet; then run southeasterly through a central angle of 73 degrees 38 minutes 42 seconds for 254.63 feet to a point on the Northwest right of way of Shelby County Road No. 87 (said point being further defined by turning an angle of 36 degrees 49 minutes 18 seconds to the left and running southeasterly along the chord of last described curve for 237.46 feet); then turn an angle to the right and run southerly along the West right of way of Shelby County Road No. 87 and

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1980 Shelby County

along a curve concave easterly and having a radius of 613.74 feet, through a central angle of 28 degrees 00 minutes 24 seconds for 300.00 feet (said point being further defined by turning an angle from the last described 237.46 foot chord of 39 degrees 10 minutes 10 seconds to the right and running southerly along the chord of the last described curve for 297.03 feet); then turn an angle from the 297.03 foot chord of 89 degrees 42 minutes 33 seconds to the right and run westerly for 300.00 feet; then turn an angle of 59 degrees 31 minutes 38 seconds to the right and run north-westerly for 578.99 feet to a point on the South side of the Southeast Quarter of the Southeast Quarter of Sec. 18; then turn an angle of 59 degrees 31 minutes 38 seconds to the left and run westerly along the said Quarter-Quarter line for 227.94 feet back to the point of beginning. Less and except that part of the foregoing described real estate conveyed to South & North Alabama Railroad Company by deed recorded in the office of the Judge of Probate of Shelby County, Alabama in Deed Book 41, page 48.

This conveyance is made subject to: (1) real estate ad valorem taxes for the tax year ending September 30, 1980; (2) all restrictions, reservations, encroachments, rights, conditions, streets and roads (whether dedicated or undedicated), covenants, leases, rights of way and easements (whether the foregoing are recorded or unrecorded) which affect the Real Estate and, without limiting the foregoing, this conveyance is made subject to all existing electric power lines, telephone lines, gas lines and other pipelines and service lines of any nature, if any, which are now on, over or under the Real Estate, together with the rights to maintain, operate, use and make additions to, or alterations in, the same in the approximate places where now located; (3) all laws, ordinances, regulations, restrictions or orders of any federal, state, county or municipal government or of any public authority, including, without limitation, zoning and any other restrictions imposed by governmental authority, which affect the Real Estate; (4) all conditions which an accurate and complete survey would disclose.

No right of action for damages on account of injuries to the Real Estate or to any buildings, improvements, structures, pipelines, wells, water courses or other sources of water supply now or hereafter located on the Real Estate or to the Grantee or to other occupants or persons in or upon the Real Estate resulting from any past mining operations, or resulting from blasting, dewatering, or the removal by any party at any time heretofore of coal, gas, iron ore, oil, limestone or other minerals or coal, ore, or other mineral seam or other roof or surface supports, in or from the Real Estate or adjoining, adjacent or other lands shall ever accrue to, or be asserted by, the Grantee or by other occupants of the surface of the Real Estate, their successors or assigns, or by anyone else, the surface and surface rights in the Real Estate being hereby made expressly subject to all such injuries from past mining operations. The covenants herein contained constitute covenants, rights and easements running with the land (the Real Estate) as against the Grantee and all persons, firms or corporations now or hereafter holding the surface or surface rights of the Real Estate.

\$61,600.00 of the purchase price paid for the Real Estate was paid from the proceeds of a mortgage loan made by MLS to the Grantee and closed simultaneously with the delivery of this deed.

To have and to hold to the Grantee, its successors and assigns forever.

In witness whereof, Mead Land Services, Inc., by its Senior Vice President, P. R. Satterwhite, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 20 day of August, 1980.

ATTEST:

MEAD LAND SERVICES, INC.

[Signature]
Its Assistant Secretary

By [Signature]
Its Senior Vice President

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Ted M. Turbeville, a Notary Public in and for said County in said State, hereby certify that P. R. Satterwhite, whose name as Senior Vice President of Mead Land Services, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 official seal, this the 20th day of August, 1980.

[Signature]
Notary Public

NOTARY MUST AFFIX SEAL

Notary Public, Alabama State at Large
My Commission Expires January 28, 1982
Bonded by Western Surety Co. of SD

THIS INSTRUMENT PREPARED BY:
FRANK C. GALLOWAY, JR.
CABANISS, JOHNSTON, GARDNER, DUMAS AND O'NEAL
1900 First National-Southern Natural Bldg.
Birmingham, Alabama 35203

20 AUG 20 PM 12:50

Deed 30.00 Fee 4.50
Rec. 1.50
Ind. 1.00
38.50