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Shelby Cnty Judge of Probate, AL
06/25/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA)
SHELBY COUNTY)

867

DEED

In consideration of one dollar and other good and valuable considerations paid to EDWARD L. OSBORN and wife, MILDRED OSBORN, by DAVID F. BYERS and wife, MARY ANN BYERS, (hereinafter called Grantees), the receipt of which grantors hereby acknowledge, said EDWARD L. OSBORN and MILDRED OSBORN, do hereby grant, bargain, sell and convey unto the Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, (herein after called Real Estate):

The South half of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 4, Township 21 South, Range 2 West lying North of centerline of existing chert road. Also: North half of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying North and East of existing chert road. Also: the East 465 feet of the West half of the SE $\frac{1}{4}$ of Section 4, Township 21 South, Range 2 West lying North of centerline of existing chert road. Containing 40 acres, more or less.

This conveyance is made subject to: (1) real estate ad valorem taxes for the tax year ending September 30, 1981; (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 every 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, de-watering, 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 heirs, 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.

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TO HAVE AND TO HOLD to the Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of each survivor forever, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 25th day of June, 1981.

Edward L. Osborn (SEAL)
Edward L. Osborn

Mildred Osborn (SEAL)
Mildred Osborn

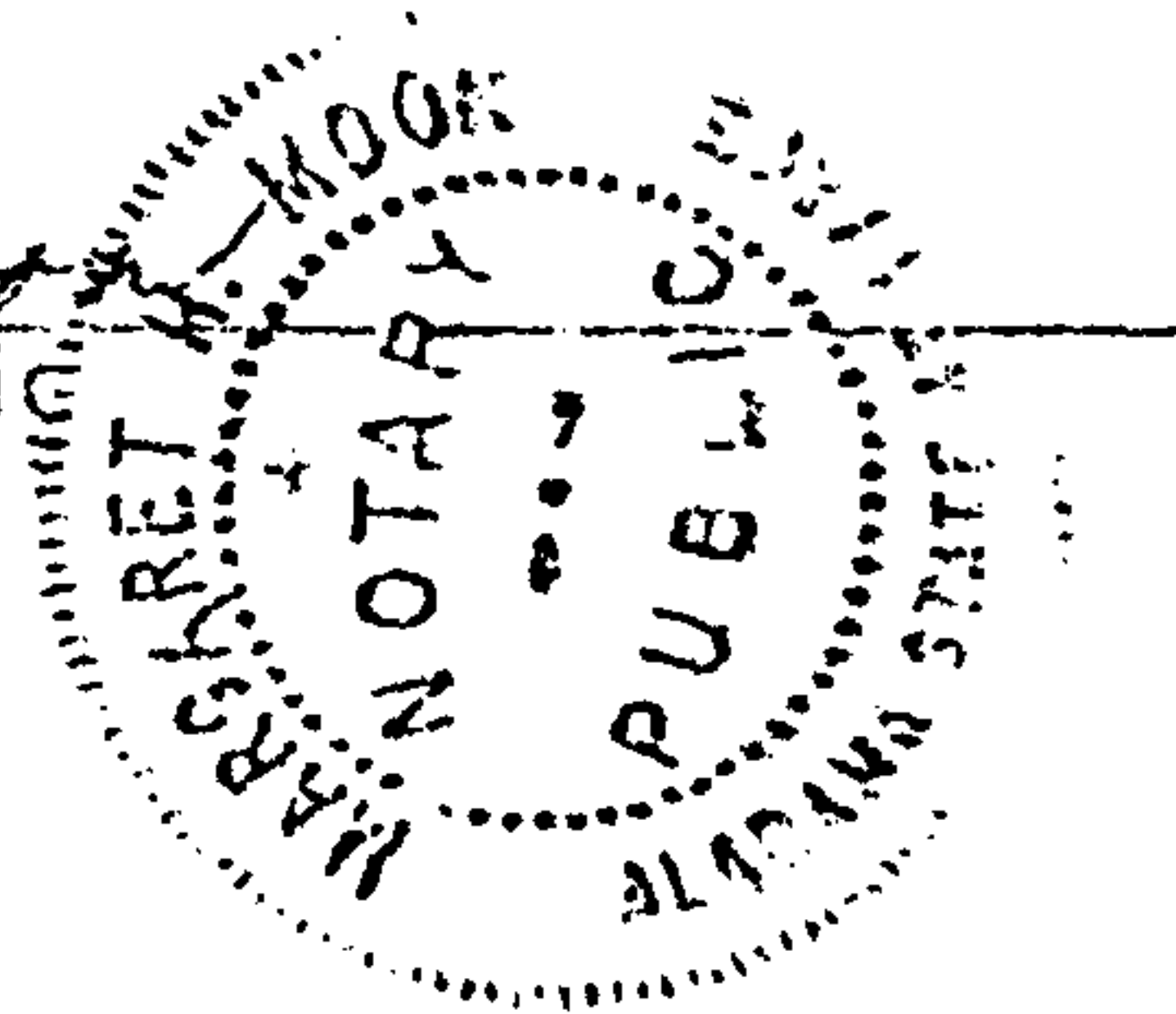
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ALA
STATE OF ~~FLORIDA~~)
Madison COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that EDWARD L. OSBORN and wife, MILDRED OSBORN, whose names 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 25th day of June, 1981.

Margaret H. Moore
Notary Public



1981 JUN 25 PM 2:30

Deed tax - 60.00
Rec. 3.00
Fees 1.00
64.00