

STATE OF ALABAMA)

SHELBY COUNTY)

S-81-5

231,084⁰⁰

865-
DEED



19810625000069760 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
06/25/1981 00:00:00 FILED/CERTIFIED

In consideration of one dollar and other good and valuable considerations paid to Mead Land Services, Inc., a corporation, (hereinafter called MLS) by Edward L. Osborn, (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):

Commence at the Southwest corner of Section 4, Township 21 South, Range 2 West for the point of beginning; thence run Northwardly along the West line of said Section 4 to the Northwest corner of the NW 1/4 of the SW 1/4 of said Section 4; thence run Eastwardly along the North line thereof to the NE corner of the NW 1/4 of the SE 1/4 of said Section 4; thence run Southwardly along the East line thereof to the NW corner of the South 1/2 of the NE 1/4 of the SE 1/4 of said Section 4; thence run Eastwardly along the North line thereof to the NE corner of said South 1/2 of the NE 1/4 of the SE 1/4 of said Section 4; thence run Southwardly along the East line thereof to the SE corner of the North 1/2 of the SE 1/4 of the SE 1/4 of said Section 4; thence run Westwardly along the South line thereof a distance of 200.0' to the centerline of existing chirt road; thence run in a Westwardly direction along said centerline of chirt road to a point on the West line of Section 9, Township 21 South, Range 2 West said point being 320.0' South of the NW corner of said Section 9; thence run Northwardly along said West line to the point of beginning. Containing 220.08 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.

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ML
623 51

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.

To have and to hold to the Grantee, his heirs 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 17 day of June, 1981.

Attest: Mead Land Services, Inc.

[Signature]
Its Assistant Secretary

By P. R. Satterwhite
Its Senior Vice President

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 17th day of June, 1981.

1981 JUN 25 PM 2:27
Recd tax - 23/50
Rec. 300
2355

[Signature]
Notary Public

NOTARY MUST AFFIX SEAL

NOTARY PUBLIC SEAL
TED M. TURBEVILLE
JEFFERSON COUNTY, ALABAMA

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

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