

STATE OF ALABAMA )

SHELBY COUNTY )

861  
DEED

S-81-5



19810625000069900 Pg 1/3 .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 F. Richard Fogle and Anna Carol Fogle (hereinafter called Grantees), the receipt of which MLS hereby acknowledges, MLS does 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 (hereinafter called Real Estate):

West 1/2 of the SE 1/4 of Section 5, Township 21 South, Range 2 West. Containing 79.15 acres, more or less.

Also: Commence at a point in the center line of an existing chert road, said point being 320.0' South of the Northwest corner of Section 9, Township 21 South, Range 2 West and lying on the West line thereof for the point of beginning; thence run eastwardly along said center line to a point which is 200.0' West of the Southeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 21 South, Range 2 West as measured along the South line thereof; thence leaving said center line run westwardly along the South line of said North 1/2 of the SE 1/4 of the SE 1/4 to the Southwest corner thereof; thence run southwardly along the West line of the SE 1/4 of the SE 1/4 to the Southwest corner of the SE 1/4 of the SE 1/4; thence run southwardly along the East line of the NW 1/4 of the NE 1/4 of Section 9, Township 21 South, Range 2 West to the Southeast corner thereof; thence run westwardly along the South line of said NW 1/4 of the NE 1/4 to the Southwest corner thereof; thence run southwardly along the East line of the SE 1/4 of the NW 1/4 of said Section 9, to the Southeast corner thereof; thence run westwardly along the South line of the SE 1/4 of the NW 1/4 of said Section 9 to the Southwest corner of the East 1/2 of the SW 1/4 of the NW 1/4 of said Section 9; thence run northwardly along the West line of said East 1/2 of the SW 1/4 of the NW 1/4 of said Section 9 to the Northwest corner thereof; thence run westwardly along the South line of the NW 1/4 of the NW 1/4 of said Section 9 to the Southwest corner thereof; thence run northwardly along the West line of said NW 1/4 of the NW 1/4 to the point of beginning. Containing 241.50 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

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W. E. N. 2.



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; (5) with regard to the portion of the Real Estate located in Section 5, Township 21 South, Range 2 West, the minerals and mining rights are excepted.

With regard to the portion of the Real Estate located in Section 5, Township 21 South, Range 2 West, all of the coal, gas, iron ore, limestone, oil and other minerals in and under the Real Estate (hereinafter collectively called Minerals) and all mining rights necessary or incidental to the removal of the Minerals from the Real Estate, including the right to transport through the Real Estate coal, gas, iron ore, limestone, oil and other minerals from lands which adjoin the Real Estate, without using the surface of the Real Estate, have been reserved by a prior owner of the Real Estate and this conveyance of the Real Estate is made subject to such reservation of Minerals and rights. 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 Grantees 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 Grantees 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 Grantees 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 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, 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 \_\_\_\_\_ day of June, 1981.

Attest:

Mead Land Services, Inc.

\_\_\_\_\_  
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 19<sup>th</sup> day of June, 1981.

Ted M. Turbeville  
Notary Public

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

NOTARY MUST AFFIX SEAL

THIS INSTRUMENT PREPARED BY:  
FRANK C. GALLOWAY, JR.  
CABANISS, JOHNSON, GARDNER, DUMAS AND STONE  
1900 First National-Southern National Bldg.  
Birmingham, Alabama 35203

1981 JUN 25 PM 2:19

deed tax - 337.00

Rec. 4.50

Ad. 1.00

342.50