

This instrument was prepared by
Peggy A. Werdehoff, Attorney
USX Corporation
Fairfield, Alabama 35064

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other valuable considerations paid to USX CORPORATION, formerly known as United States Steel Corporation, a Delaware corporation, hereinafter called "Grantor", by JAMES E. SPENCER and wife, DONNA JUDGE-SPENCER, whose mailing address is 307 Chase Plantation Circle, Birmingham, Alabama 35244, hereinafter called "Grantees", receipt of which is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said 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, MINERALS AND MINING RIGHTS EXCEPTED, situated in Shelby County, Alabama, to wit:

Lot 59, according to the survey of Heatherwood,
4th Sector, 1st Addition, as recorded in Map
Book 11, Pages 32 and 33, in the Probate Office
of Shelby County, Alabama.

RESERVING AND EXCEPTING, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, without using the surface of said land; and also the right to transport through said land coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using the surface of the land hereby conveyed.

This conveyance is made upon the covenant and condition which shall constitute a covenant running with said land that no right of action for damages on account of injury to said land or to any buildings, improvements, structures, pipe lines and other sources of water supply now or hereafter located upon said land or to any owners or occupants or other persons in or upon said land, resulting from past mining or other operations of the Grantor, its predecessors, assignees, licensees, lessees or contractors, or resulting from blasting, dewatering or the removal of said minerals, whether said past mining or other past operations be in said land or other lands, shall ever accrue to or be asserted by the Grantees herein or by said Grantees' successors in title, or by any person, this deed made expressly subject to all such past or future injuries. It is understood by the Grantees that Grantor cannot determine to any degree of certainty whether or not any past mining or other operations have occurred in said land or lands in the general vicinity of said land.

TO HAVE AND TO HOLD unto the said 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 such survivor forever, together with every contingent remainder and right of reversion; SUBJECT, however, to the following: (a) applicable zoning and subdivision regulations; (b) taxes for the current tax year; (c) building setback line of 35 feet reserved from Masters Lane as shown by plat; (d) public utility easements as shown by recorded plat, including a 10 foot easement on the South side and a 7.5 easement on the Westerly side; (e) restrictions, covenants and conditions as set out in instrument recorded

in Real 142, Page 51 and amended in Real 146, Page 237 in said Probate Office; and (f) agreement with Alabama Power Company as to underground cables recorded in Real 145, Page 715 and covenants pertaining thereto recorded in Real 145, Page 707 in said Probate Office.

And the Grantor does for itself and for its successors and assigns covenant with the Grantees, Grantees' heirs and assigns, that it is lawfully seized in fee simple of the lands conveyed hereby; that they are free from all encumbrances, except as herein mentioned; that it has a good right to sell and convey the same as aforesaid; and that it will and its successors and assigns shall warrant and defend the same to the Grantees, Grantees' heirs and assigns, forever against the lawful claims of all persons.

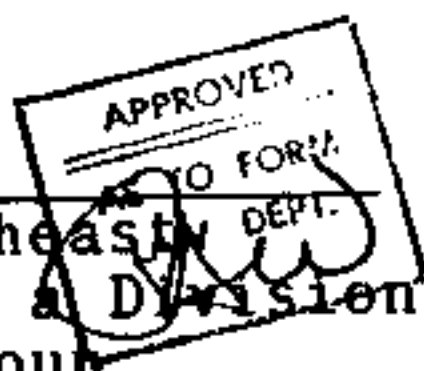
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized this, the 31st day of January, 1988.

ATTEST:

USX CORPORATION

[Signature]
Assistant Secretary
USX Corporation

[Signature]
Regional Manager - Southeast
USR Realty Development, a Division
of U. S. Diversified Group



BOOK 173 PAGE 401

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas G. Howard, whose name as Regional Manager - Southeast, USR Realty Development, a division of U. S. Diversified Group, USX 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 SEAL OF OFFICE this, the 31st day of January, 1988.

[Signature]
Notary Public
GAYLA F. CAMP
Jefferson County, Alabama
My Commission Expires September 15, 1990
My Commission Expires _____

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 MAR -2 AM 8:42

[Signature]
JUDGE OF PROBATE

1. Deed Tax \$ 44.00
2. Mig. Tax _____
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 50.00