

1428

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

STATE OF ALABAMA  
COUNTY OF SHELBY

\$35,500

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other valuable consideration paid to USX CORPORATION, formerly known as United States Steel Corporation, a Delaware corporation, hereinafter called "Grantor", by JAKE DAVIDSON, JR. and wife, BRENDA H. DAVIDSON, whose mailing address is 496 Heatherwood Drive, Birmingham, Alabama 35244, hereinafter called "Grantees", receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey, subject to the conditions and limitations contained herein, 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 39, according to the survey of Heatherwood, Fourth Sector, as recorded in Map Book 9, Pages 161, 162 and 163, 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, coal bed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coal bed 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, coal bed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coal bed 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, coal bed 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.

BOOK 253 PAGE 985  
This conveyance is made upon the covenant and condition which shall constitute a covenant running with said land that no separate single family residence shall ever be constructed on said Lot 39 and that said Lot 39 shall be considered for all purposes as part of Lot 38 of Heatherwood, Fourth Sector, which lot is located adjacent to Lot 39 conveyed hereunder, and said Lots 39 and 38 shall have the same effect as if said lots have been resurveyed as one residential lot. It is agreed that the provisions restricting the use of Lot 39 are for the benefit of the owners of the lots of Heatherwood, Fourth Sector and shall be enforceable by any of said owners or the Grantor herein. If it is necessary to enforce said restriction on building, all costs and expenses, including reasonable attorneys' fees, shall be assessed against the owner of Lot 39 and/or any entity attempting to violate such restriction. Grantee by its signature on this document accepts the conditions set forth in this deed.

Furthermore, 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

W. M. Brooks

(2)

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) 35' building line as shown by recorded map; (d) 10' easement on rear and 5' easement on South and Northeast as shown by recorded map; (e) restrictions as shown by recorded map; (f) restrictions appearing of record in Real 71, Page 737 in said Probate Office; (g) agreement with Alabama Power Company as recorded in Real 93, Page 103 in said Probate Office; (h) right of way for Alabama Power Company as recorded in Real 84, Page 162 in said Probate office; and (i) the condition that Grantee, its heirs and assigns, shall not construct a separate single family residence upon said Lot 39 conveyed hereunder.

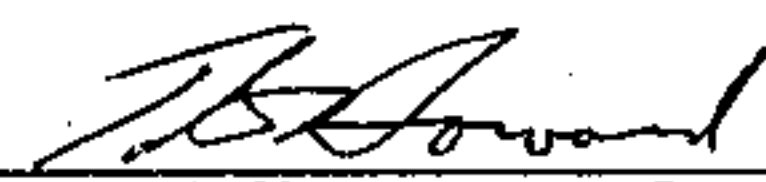
And the Grantor does for itself and for its successors and assigns covenant with the Grantees, Grantees' heirs and assigns, that it is seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through or under the Grantor.

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 3rd day of August, 1989.

ATTEST:

USX CORPORATION - GRANTOR

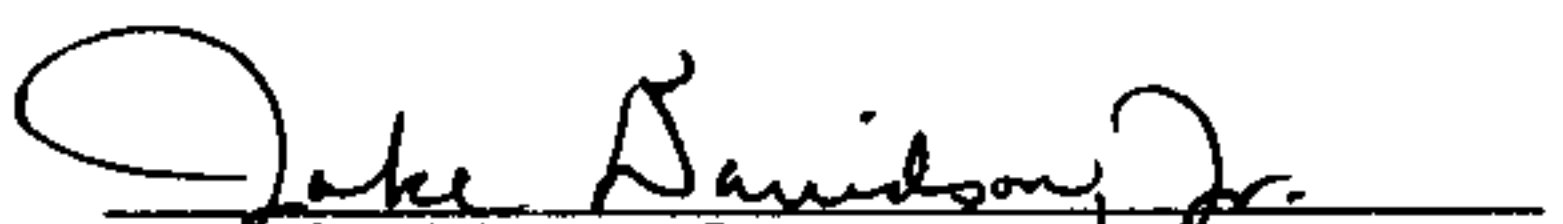
  
Assistant Secretary  
USX Corporation


  
Regional Manager - Southeast  
USX Realty Development, a Division  
of U. S. Diversified Group



GRANTEES

  
Witness

  
Jake Davidson, Jr.

  
Witness

  
Brenda H. Davidson

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, USX Realty Development, a division of U. S. Diversified Group, USX Corporation, is signed to the foregoing

BOOK 253 PAGE 986

(3)

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 31<sup>st</sup> day of August, 1989.

Bobby Ray Jones  
Notary Public

BOBBY RAY JONES  
Jefferson County, Alabama  
My Commission Expires My Commission Expires May 10, 1990

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jake Davidson, Jr., whose name 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, executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8<sup>th</sup> day of August, 1989.

Wm. H. Hallmark  
Notary Public

My Commission Expires 4-21-92

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STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brenda H. Davidson, whose name 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, she, executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8<sup>th</sup> day of August, 1989.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 AUG 31 AM 10:41

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Wm. H. Hallmark  
Notary Public

My Commission Expires 4-21-92

1. Deed Tax \$ 35.50  
2. Mfg. Tax -----  
3. Recording Fee 7.50  
4. Indexing Fee 1.00  
TOTAL 44.00