

65,000.00

4447

\$65,000 of the above recited consideration was paid from a mortgage loan closed simultaneously herewith.

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 consideration paid to USX CORPORATION, formerly known as United States Steel Corporation, a Delaware corporation, hereinafter called "Grantor", by F. MICHAEL LACHINA and wife, DEBORAH R. LACHINA, whose mailing address is 3534 Grand Rock Circle, Birmingham, Alabama 35223, 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 24, according to the survey of Heatherwood, Fourth Sector, 2nd Addition, as recorded in Map Book 12, Pages 79, 80 and 81 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.

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) 35 foot building line West as shown by recorded map; (d) 5 foot easement North and South as shown by record map; (e) 10 foot easement

BOOK 263 PAGE 380

East as shown by record map; (f) restrictive covenants as set forth in Real 199, Page 196 in said Probate Office; (g) restrictive covenants with Alabama Power Company as recorded in Real 204, Page 655 in said Probate Office; (h) agreement with Alabama Power Company as recorded in Real 204, Page 661; Real 236, Page 953; and Real 236, Page 957 in said Probate Office; (i) right of way granted to South Central Bell by instrument recorded in Real 119, Page 887 in said Probate Office; and (j) right of way to Alabama Power Company as set forth in Deed Book 337, Page 267 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 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 13th day of October, 1989.

ATTEST:

USX CORPORATION

[Signature]
Assistant Secretary
USX Corporation

[Signature]
Regional Manager - Southeast
USX Realty Development, a division
of USX Corporation



BOOK 263 PAGE 381

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 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 13th day of October, 1989.

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

89 OCT 26 PM 4:04

[Signature]
Notary Public

GAYLA F. CAMP

Jefferson County, Alabama

My Commission Expires September 18, 1990

[Signature]
JUDGE OF PROBATE

My Commission Expires _____

NO TAX COLLECTED

1. Deed Tax -----	\$	_____
2. Mig. Tax -----	\$	_____
3. Recording Fee -----	\$	5.00
4. Indexing Fee -----	\$	3.00
5. No Tax Fee -----	\$	1.00
6. Certified Stamp Fee --	\$	1.00
Total -----	\$	10.00