

MAIL TAX NOTICE TO:

Cherry-Walker Construction, Inc.  
6600 Davidson Road  
Birmingham, Alabama 35126

This instrument was prepared by  
Michael M. Partain, Attorney  
USX Corporation  
Fairfield, Alabama 35064

Inst # 1995-05200

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, a Delaware corporation, hereinafter called "Grantor", by CHERRY-WALKER CONSTRUCTION, INC., an Alabama corporation, hereinafter called "Grantee", the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantee the following described real estate, MINERALS AND MINING RIGHTS EXCEPTED, situated in Shelby County, Alabama, to wit:

Lot 10, according to the survey of Heatherwood,  
9th Sector, Phase I, as recorded in Map Book 18,  
Page 130, 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, gob 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, gob 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, gob 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 Grantee herein or by said Grantee's successors in title, or by any person, this deed made expressly subject to all such past or future injuries. It is understood by the Grantee 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.

The entire consideration of the purchase price ~~deposited above~~ from a mortgage loan simultaneously herewith.

02/28/1995-05200  
10:31 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.50

F.A. P.O. Box 10247

As a condition of the conveyance hereunder, Grantee acknowledges that said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land is purchased by Grantee as a result of such inspection and not upon any representation or warranty made by Grantor. Furthermore, Grantee agrees that Grantor shall not, in any way, be liable to Grantee for the condition of said land conveyed hereunder. Grantee specifically, as a condition of the conveyance hereunder, accepts the condition of said land "AS IS, WHERE IS" and shall release and hold Grantor harmless from any liability arising therefrom. This condition shall constitute a covenant that shall run with the land as against Grantee and all other successors in title.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns, forever; SUBJECT, however, to the following: (a) Applicable zoning and subdivision regulations; (b) Taxes and assessments for the current tax year; (c) Building setback line(s), easements, and rights-of-way, and all other matters as shown by recorded plat; (d) Restrictions, covenants, and conditions as set out in instrument(s) recorded in Instrument No. 1994-31604, in said Probate Office; (e) Such easements, rights-of-way, reservations, agreements, leases, restrictions, and setback lines that may exist on, over, under, or across said land; (f) All other matters of public record; and (g) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said premises.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, Grantee's successors 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 16<sup>th</sup> day of February, 19 95.

ATTEST:

USX CORPORATION

By:

Assistant Secretary

By:

Its: General Manager - Southeast  
USX Realty Development,  
a Division of U. S. Steel Group,  
USX Corporation



STATE OF ALABAMA  
COUNTY OF JEFFERSON

Inst # 1995-05200

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas G. Howard, whose name as General Manager - Southeast, USX Realty Development, a Division of U. S. Steel 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 16<sup>th</sup> day of

February, 19 95.

Michael M. Patten  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb. 25, 1997.  
My Commission Expires February 25, 1997  
BONDED BY PUBLIC UNDERWRITERS  
# 1995-05200

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