

MAIL TAX NOTICE TO:

Mr. Robert W. Wilkerson

306 CLERMONT DR.

HOOVER, AL. 35209

This instrument was prepared by
Michael M. Partain, Esquire
USX Corporation
P. O. Box 599
Fairfield, Alabama 35064

STATE OF ALABAMA
COUNTY OF SHELBY

\$50,000.-

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration paid to USX CORPORATION, a Delaware corporation, hereinafter called "Grantor", by ROBERT W. WILKERSON, hereinafter called "Grantee", 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 1-A, according to the Resurvey of Lot 1, Heatherwood, 4th Sector, 3rd Addition, as recorded in Map Book 20, Page 103, 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, gob 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, gob gas, limestone, and all other

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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, 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, pipelines, and 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.

Grantee has made his own independent inspections and investigations of said land, and is taking said land **"AS IS, WHERE IS, WITH ALL FAULTS"** and based solely and in reliance upon such inspections and investigations of said land. Grantor makes no representation, warranty, or agreement concerning the conditions of said land, the soil, or the sub-soil. Grantee, for himself and his heirs and assigns, waives all claims, present and future, against Grantor based upon or in connection with the condition of said land, including but not limited to underground mines, tunnels, or sinkholes, and hereby releases Grantor from any liability whatsoever with respect thereto, and this covenant shall run with the land as against Grantee and all other successors in title.

As a condition of the conveyance hereunder, Grantee acknowledges and agrees that said land is located adjacent to a golf course maintenance facility operated by Heatherwood Golf Club, Inc. Grantee agrees that it shall release Grantor and Heatherwood Golf Club, Inc., and their respective successors and assigns, from any and all present or future claims for nuisance, trespass, or other causes of action arising out of the operation of said facility. This condition shall constitute a covenant that shall run with the land as against Grantee and all persons, firms, or corporations holding title to said land under or through Grantee.

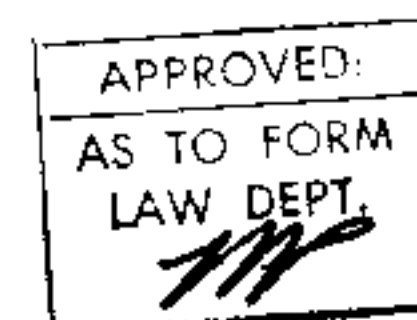
TO HAVE AND TO HOLD unto the said Grantee, Grantee's heirs and assigns, forever; **SUBJECT**, however, to the following: (a) Applicable zoning and subdivision regulations; (b) Taxes and assessments for the current tax year; (c) Building setback lines as shown on record map; (d) Easement(s) as shown on record map; (e) Restrictions, covenants, and conditions as set out in instrument(s) recorded in Real 327, Page 801, in the Probate Office of Shelby County, Alabama; (f) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land; (g) Such easements, rights-of-way, reservations, agreements, restrictions, and setback lines that may exist on, over, under, or across said land; and (h) All matters of public record affecting the land conveyed hereunder.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, Grantee's 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 19th day of December, 1995.

ATTEST:

USX CORPORATION



By: [Signature]
Assistant Secretary
USX Corporation

By: [Signature]
Title: General Manager - Southeast
USX Realty Development,
a Division of U. S. Steel Group,
USX Corporation

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 General Manager - Southeast of 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 19th day of December, 1995.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb. 25, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission Expires

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