

MAIL TAX NOTICE TO:

Mr. & Mrs. Marlin J. Priest
3032 Thrasher Lane
Hoover, Alabama 35244

Inst # 1998-17146

05/11/1998-17146
10:54 AM CLK 11-11-11
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 58.50

This instrument was prepared by
Michael M. Partain, 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**, a Delaware corporation, hereinafter called "Grantor", by **MARLIN J. PRIEST and wife, NAN M. PRIEST**, hereinafter called "Grantees", receipt and sufficiency of which are hereby 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 OWNED BY GRANTOR EXCEPTED**, situated in Shelby County, Alabama, to wit:

Lot 21, according to the survey of Heatherwood, 8th Sector, Phase I,
as recorded in Map Book 16, Page 118, 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 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, pipe lines, 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 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.

As a further condition of the conveyance hereunder, Grantees acknowledge that said land conveyed hereunder has been inspected by Grantees or their duly authorized agent and that said land is purchased by Grantees as a result of such inspection and not upon any representation or warranty made by Grantor. Furthermore, Grantees agree that Grantor shall not, in any way, be liable to Grantees for the condition of said land conveyed hereunder. Grantees specifically, as a condition of the conveyance hereunder, accepts the condition of said land **"AS IS, WHERE IS, WITH ALL FAULTS"** 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 Grantees and all other successors in title.

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 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) the Heatherwood General Covenants, Restrictions, and Easements as recorded in said Probate Office affecting said land; (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 land.

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 22nd day of April, 19 98.

ATTEST:

USX CORPORATION

By: [Signature]
Assistant Secretary

By: [Signature]
Its: 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 Gen. 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 on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 22nd day of April, 19 98.

[Signature]
Notary Public

My Commission Expires: 2/25/2001

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- 3 -
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