

**MAIL TAX NOTICE TO:**

Mr. & Mrs. Jimmy S. Hankins

2072 Cahaba Crest Drive  
Hoover, AL 35242

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

\$89,000.00

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 **JIMMY S. HANKINS and wife, JOANN HANKINS**, hereinafter called "Grantees", the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the 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 13-A and Lot 13-B, according to the 1<sup>st</sup> Amended Final Record Plat of Heatherwood 9th Sector, Phase II Addition, as recorded in Map Book 19, page 158, in the Probate Office of Shelby County, Alabama.

RESERVING AND EXCEPTING to the extent of Grantor's ownership, 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 or disturbing 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

10/07/1998-39245  
03:20 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 14.50

Inst # 1998-39245

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 condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of 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 agreement, representation, or warranty made by Grantor. Grantee accepts the physical and environmental condition of said land **"AS IS, WHERE IS, WITH ALL FAULTS"** and hereby releases Grantor from any liability of any nature arising from or in connection with the physical or environmental condition of said land. This condition shall constitute a covenant running with the land as against Grantee and all successors in title.

TO HAVE AND TO HOLD unto the 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) restrictions, covenants, and conditions as set out in instrument(s) recorded 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 land.

And the Grantor does for itself and for its successors and assigns covenant with the Grantees, 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.

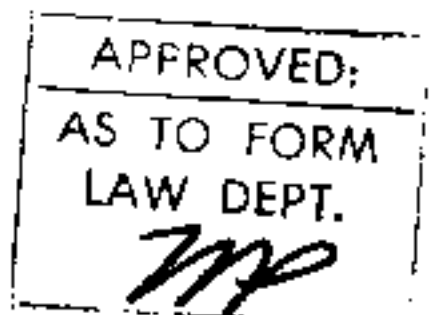
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized this, the 19<sup>th</sup> day of August, 1998.

ATTEST:

By: Michael M. Patai  
Assistant Secretary

USX CORPORATION

By: Thomas G. Howard



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 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, in such capacity 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 19<sup>th</sup> day of August, 1998.

[SEAL]

Mary Ann H. McCraw  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: Mar. 14, 2002.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission Expires: \_\_\_\_\_

Inst # 1998-39245

- 3 -

10/07/1998-39245  
03:20 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NEL 14.50