

**MAIL TAX NOTICE TO:**

W. H. Pate, Jr.  
165 Greenfield Lane  
Alabaster, AL 35007

**THIS INSTRUMENT WAS PREPARED BY:**

Michael M. Partain, General Attorney  
U. S. Steel Group Law Department  
Fairfield Office  
P. O. Box 599  
Fairfield, Alabama 35064

**STATE OF ALABAMA     )**  
**COUNTY OF SHELBY    )**

**01/24/2000-02440**  
**11:34 AM CERTIFIED**  
**SHELBY COUNTY JUDGE OF PROBATE**

003 CJL 73.50  
20,000

**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 **WILBURN HOBSON PATE, JR.** and wife, **PATRICIA WARREN PATE**, adult individuals, hereinafter called "Grantees", the receipt and sufficiency of which are hereby acknowledged, the said 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 19, according to the Survey of Heatherwood, 2nd Sector,  
as recorded in Map Book 8, Page 28 A & B, 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

Inst # 2000-02440

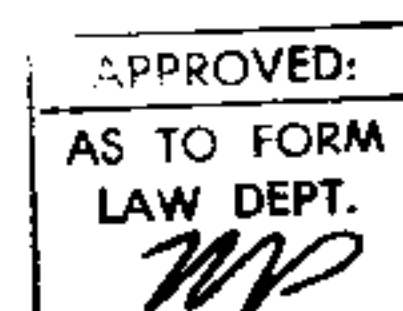
other persons in or upon said land, resulting from past mining or other operations of the Grantor, its predecessors, assignees, licensees, lessees or contractors, or resulting from blasting, dewatering or the removal of said minerals, whether said past mining or other past operations be in said land or other lands, shall ever accrue to or be asserted by the Grantees herein or by said 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 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, Grantees acknowledge and agree that the physical and environmental condition of 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 agreement, representation or warranty made by Grantor. Grantees accept 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 Grantees and all 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) 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 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 20<sup>th</sup> day of December, 1999.



**ATTEST:**

**USX CORPORATION**

By: Michael Manto  
Assistant Secretary

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, 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 20<sup>th</sup> day of December, 1999.

Mary Ann H McCreaw  
Notary Public

[SEAL]

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

NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES: 01/24/2000  
BOND: \$10,000.00  
INVESTMENT: \$10,000.00  
NOTARY PUBLIC UNDERWRITERS

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