

HILLSBORO DEED FORM

**Upon recording return this instrument to:**

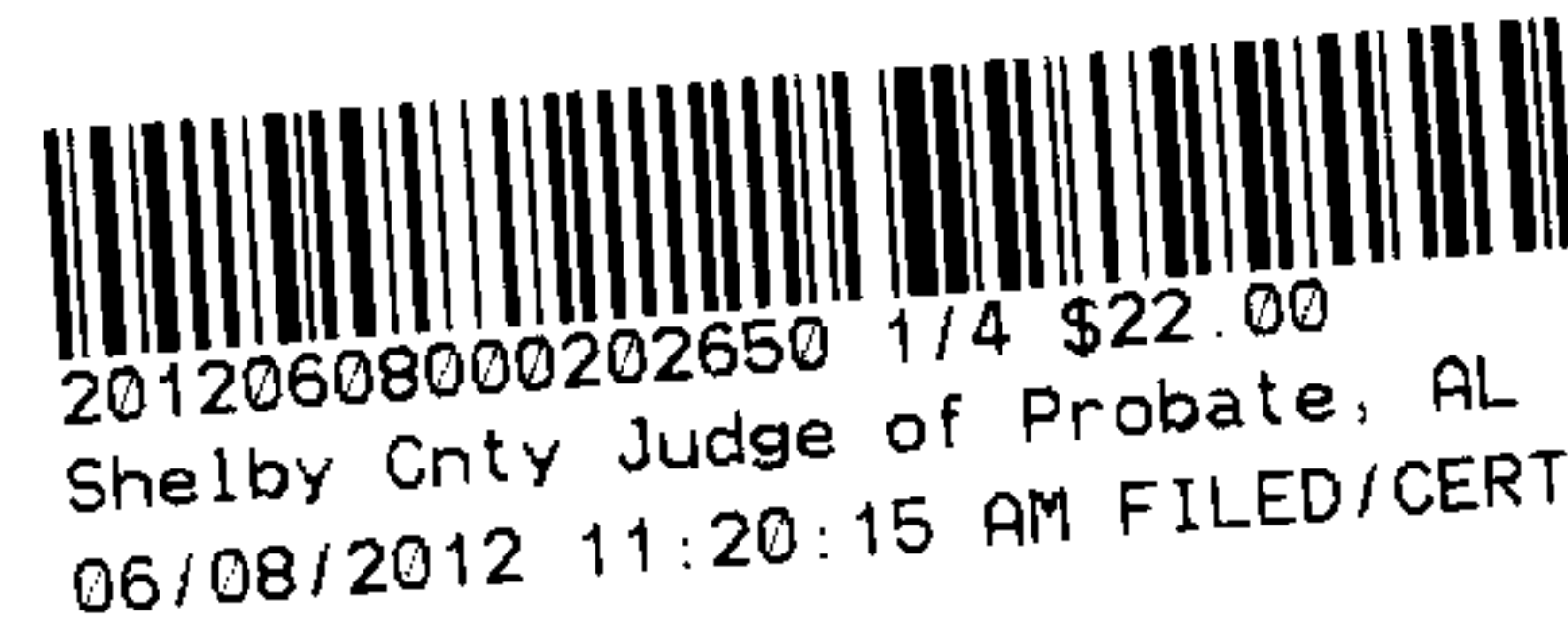
Mr. & Mrs. Chase M. Clary  
146 White Cottage Road  
Helena, AL 35080

**This instrument was prepared by:**

Michael M. Partain, Esq., General Attorney  
United States Steel Corporation  
Law Department-Hoover Office  
610 Preserve Parkway, Suite 200  
Hoover, Alabama 35226

**Mail tax notice to:**

Mr. & Mrs. Chase M. Clary  
146 White Cottage Rd  
Helena, AL 35080



STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

*Handwritten signature and date:*  
6/8/2012

**GENERAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration in hand paid by **CHASE M. CLARY and wife, ERICA P. CLARY**, adult persons (hereinafter referred to as "Grantees"), to the undersigned, **UNITED STATES STEEL CORPORATION**, a Delaware corporation, (hereinafter referred to as "Grantor"), the receipt of which is hereby acknowledged, the Grantor does by these presents 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 land, together with all fixtures and improvements situated thereon, subject to the conditions and limitations contained herein, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Shelby County, Alabama, to wit:

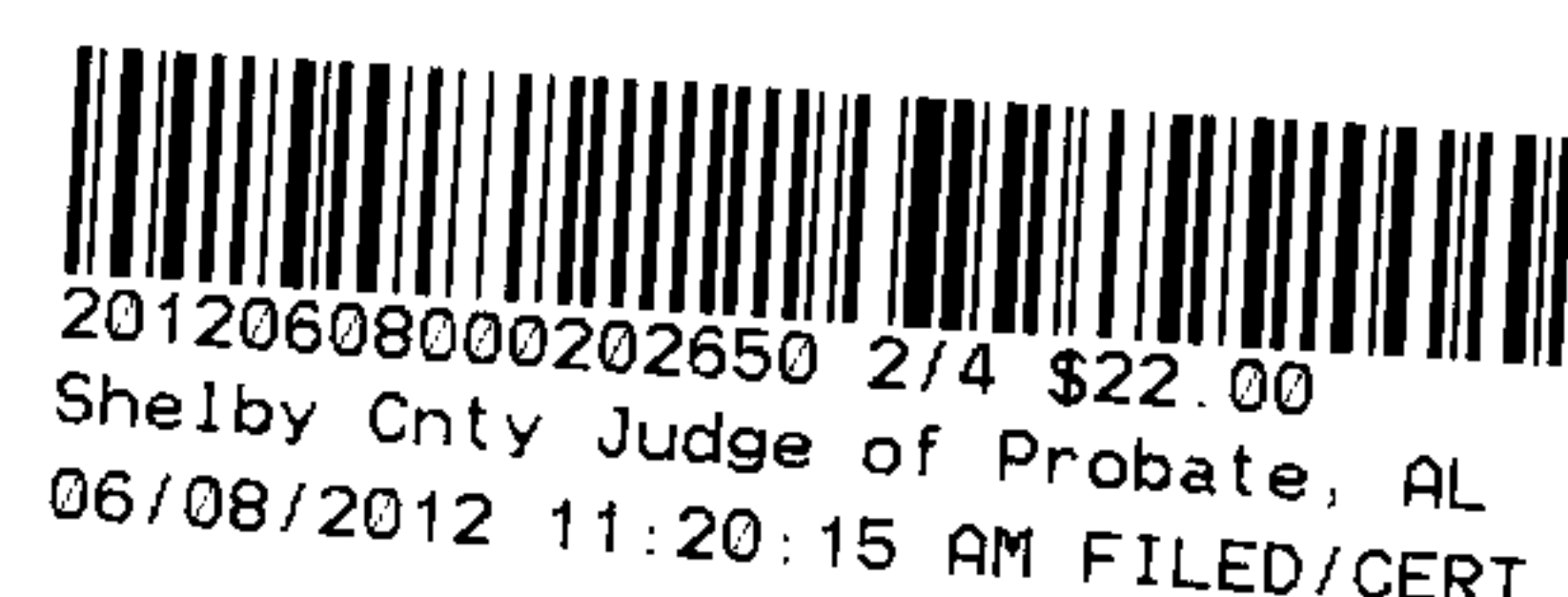
**Lot 315, according to the Amended Hillsboro Subdivision, Phase II, as recorded in Map Book 38, Pages 147-A and 147-B, in the Probate Office of Shelby County, Alabama.**  
(the "Property").

The Property is conveyed subject to the following:

1. Real estate ad valorem taxes due and payable for the current tax year, and any other taxes, charges, and assessments of the levying jurisdictions, not yet due and payable.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. All matters affecting the Property as shown on the recorded subdivision plat for the Property.
4. Covenants, conditions, restrictions, easements, assessments, liens, and encumbrances set forth in the Articles of Incorporation of Hillsboro Residential Association, Inc. as recorded in Bk: LR200666, Pg: 12615, in the Probate Office of Jefferson County, Alabama, and unrecorded By-Laws thereof, and the Declaration of Protective Covenants of Hillsboro (Residential) as recorded in Instrument No. 20061121000567590 in the Probate Office of Shelby County, Alabama.
5. Covenants, conditions, restrictions, easements, assessments, liens, and encumbrances set forth in the Articles of Incorporation of Appleford Swim Club, Inc. as recorded in Bk: LR200666, Pg: 12629 in the Probate Office of Jefferson County, Alabama, and unrecorded By-Laws thereof, and the Declaration of Covenants, Conditions, and Restrictions for Appleford (a Hillsboro community) as recorded in Instrument No. 20061121000567600 in the Probate Office of Shelby County, Alabama.
6. Grantee has made its own independent inspections and investigations of the Property, and is taking the Property **"AS IS, WHERE IS, WITH ALL FAULTS"** and based solely and in reliance upon such inspections and investigations of the Property. Grantor makes no representation, warranty or agreement concerning the conditions of the Property, the soil or the sub-soil. Grantee, for itself and its successors and assigns, waives all claims, present and future, against Grantor based upon or in connection with the condition of the Property, including but not limited to underground aquifers, 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.
7. This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Property or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon said the Property, or to any owners or occupants or other persons in or upon the Property, resulting from past mining and/or gas or oil producing operations of the Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from past blasting, past dewatering, or the past removal of coal, iron ore, gas, oil, coal bed methane gas and all other minerals or coal seam or other roof supports by the Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by the Grantee herein or by said Grantee's successors in title, this conveyance being made expressly subject to all such past or future injuries related to such past mining operations and this condition shall constitute a covenant running with the land as against the said Grantee and all persons, firms, or corporations holding under or through said Grantee.

**TO HAVE AND TO HOLD** unto 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, and to the heirs and assigns of such survivor, forever.

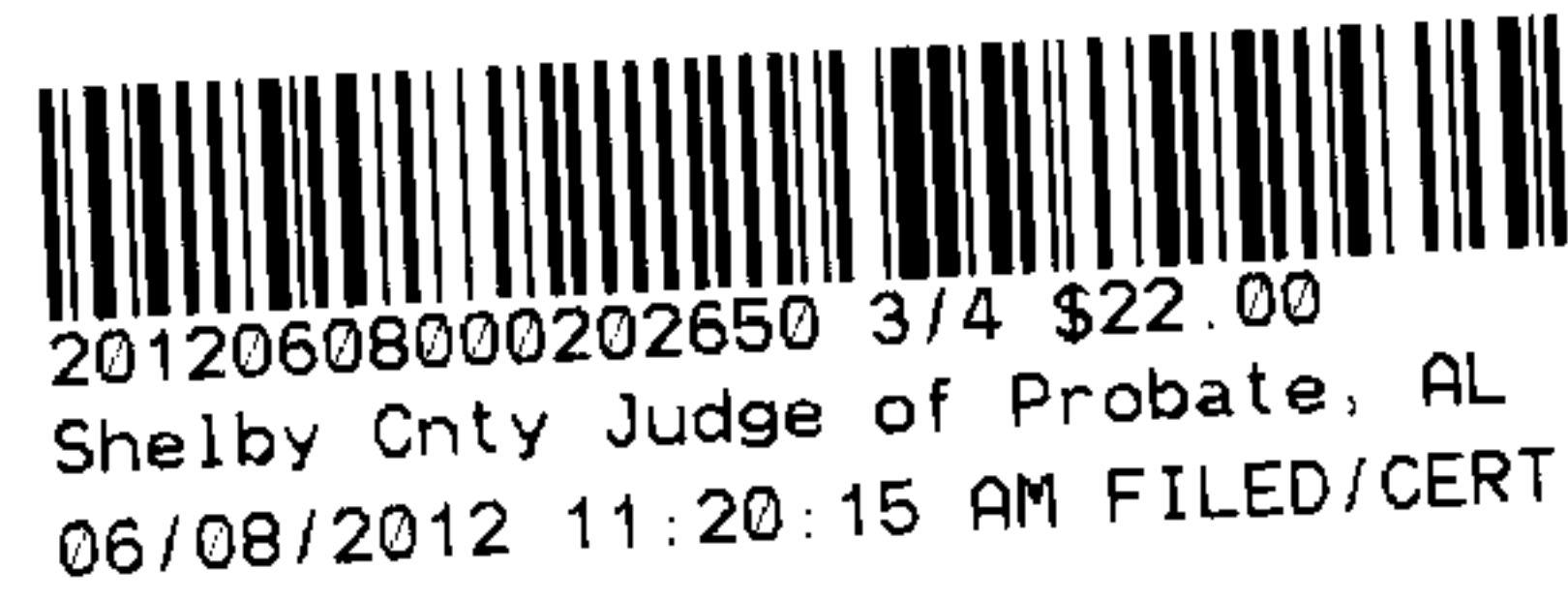
The Grantor for itself and for its successors and assigns covenant with the Grantees, their





successors and assigns, that it is lawfully seized in fee simple of the Property, minerals and mining rights excepted; that the Property is free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the Property as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the Grantees, their successors and assigns, forever, against the lawful claims of all persons.

(Remainder of page intentionally left blank. See following page for signatures.)



IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers or representatives on this the 15<sup>th</sup> day of May, 2012.

GRANTOR:

ATTEST:

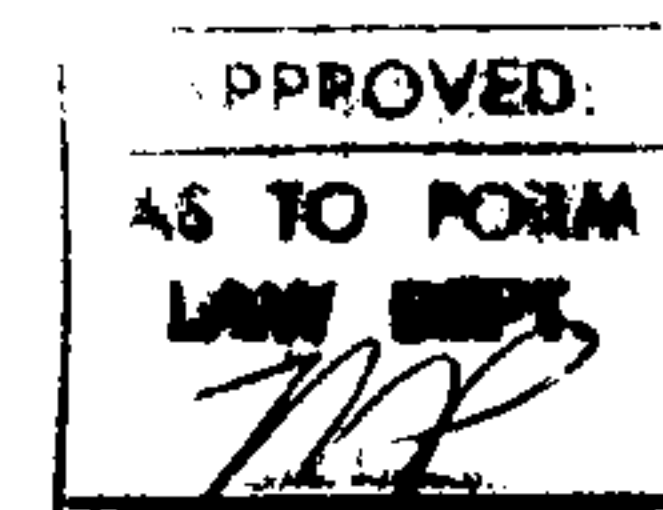
UNITED STATES STEEL CORPORATION

By: Michael M. Parton

Its: Assistant Secretary

By: Thomas G. Howard

Title: General Manager-Southeast  
USS Real Estate, a division of  
United States Steel Corporation



STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Michael M. Parton, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, 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 15<sup>th</sup> day of May, 2012.

Michael M. Parton  
Notary Public

[SEAL]

My Commission Expires: 2-25-2013

