

THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, 233 North Michigan Avenue, Chicago, Illinois 60601, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, EVERETT E. CULVER, all its right, title, interest and claim in and to the following described lands and property situated in the County of Lauderdale and State of Tennessee to wit:

Certain property forming a portion of the right of way and property of the Illinois Central Gulf Railroad Company's Fulton District, said property situated at Henning, in Lauderdale County, Tennessee, is described as follows: Tract 1 - A 50 foot wide parcel of land lying Northwesterly of and adjacent to a line that lies parallel with and 50 feet normally distant Northwesterly from the centerline of Grantor's Northbound main track, being the Northwest 50 feet in equal width of Grantor's original 300 foot wide right of way and the Northwest 50 feet in equal width of that 200 foot wide by 2000 foot long strip of station ground property acquired by the former Chesapeake, Ohio and Southwestern Railroad Company from D. M. Henning by deed dated May 3, 1882 (recorded Book "S" at Page 306), and extending Northeasterly from the Southeastern extension of the centerline of 50 foot wide Sixth Street (McFarlin Avenue), a distance of 375 feet as measured along said parallel line, to a line perpendicular to said main track centerline.

Tract 2 - A 50 foot wide parcel of land lying Northwesterly of and adjacent to a line that lies parallel with and 50 feet normally distant Northwesterly from the centerline of Grantor's Northbound main track, being the Northwest 50 feet in equal width of Grantor's original 300 foot wide right of way and the Northwest 50 feet in equal width of that 200 foot wide by 2000 foot long strip of station ground property acquired by the former Chesapeake, Ohio and Southwestern Railroad Company from D. M. Henning by deed dated May 3, 1882 (recorded Book "S" at Page 306), and extending Northeasterly from a line perpendicular to said main track centerline at a point 375 feet Northeasterly from the Southeastern extension of the centerline of 50 foot wide Sixth Street (McFarlin Avenue) as measured along said parallel line, a distance of 400 feet, more or less, as measured along said parallel line, the Southeastern extension of the Southwest line of Henning Town Lot No. 6.

Tract 3 - A 50 foot wide parcel of land lying Northwesterly of and adjacent to a line that lies parallel with and 50 feet normally distant Northwesterly from the centerline of Grantor's Northbound main track, being the Northwest 50 feet in equal width of Grantor's original 300 foot wide right of way and the Northwest 50 feet in equal width of that 200 foot wide by 2000 foot long strip of station ground property acquired by the former Chesapeake, Ohio and Southwestern Railroad Company from D. M. Henning by deed dated May 3, 1882 (recorded Book "S" at Page 306), and extending Northeasterly from the Southeastern extension of the Southwest line of Henning Town Lot No. 6, a distance of 45 feet as measured along said parallel line, to a line perpendicular to said main track centerline.

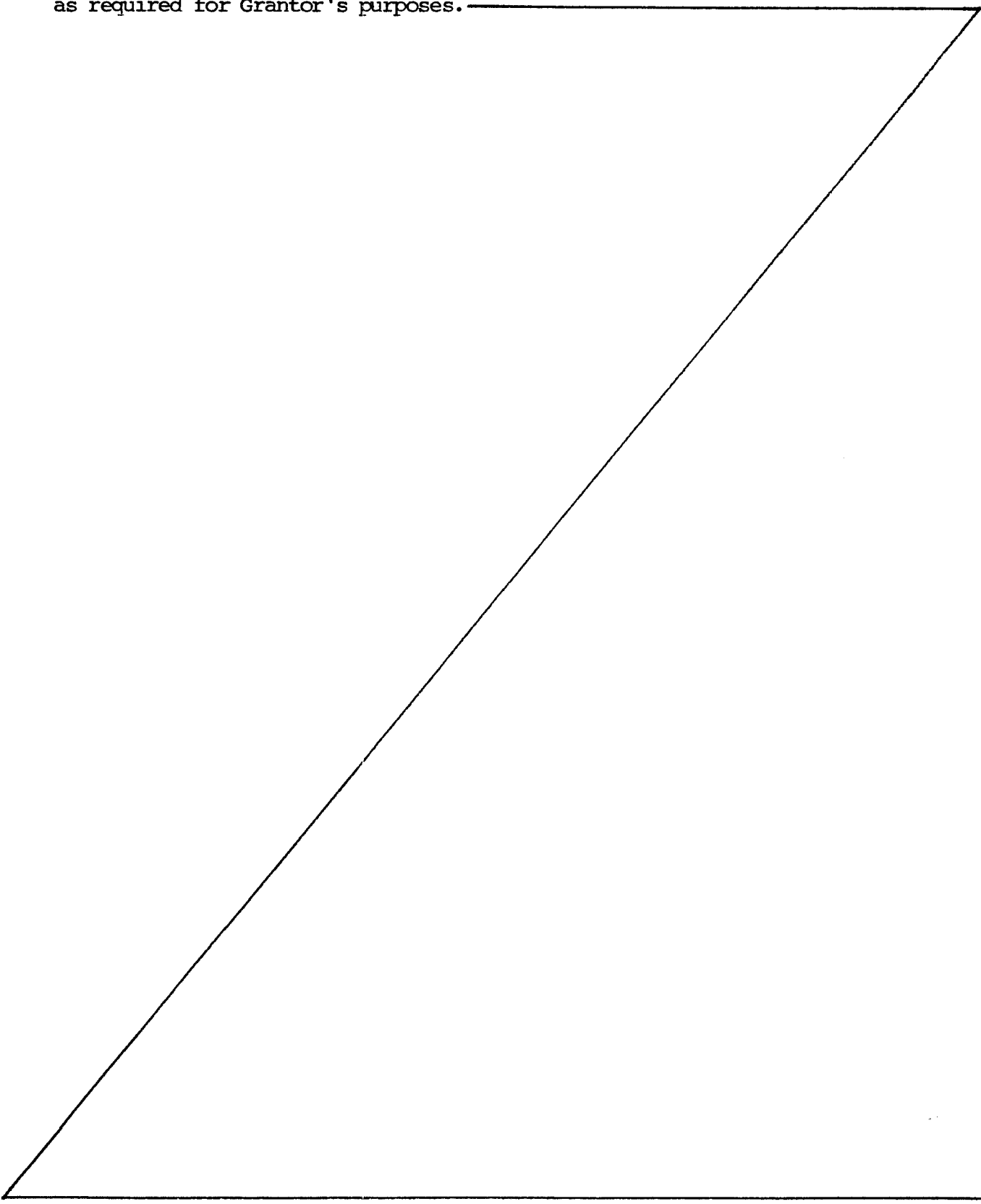
Tract 4 - Also, all right, title and interest, if any, that the Grantor may have to a 50 foot wide parcel of land lying Northwesterly of and adjacent to a line that lies parallel with and 50 feet normally distant Northwesterly from the centerline of Grantor's Northbound main track, being the Southeast 50 feet in equal width of Henning Town Lot No. 6, and extending Southwesterly from the Northeast line and corner of said Lot No. 6, a distance of 155 feet as measured along said parallel line, to the Northeast Boundary line of the Southwest 45 feet in equal width of said Lot No. 6, the last said Northeast line being perpendicular to said Northbound main track centerline.

GRANTOR reserves for itself, its successors and assigns, its trackage and an easement 20 feet wide, being 10 feet in width on each side of the centerline of its House Track as now located on, over and across Tract 1 and Tract 2 of

of access across the premises herein conveyed in order to repair, replace, and remove said railroad tracks for so long as required for railroad purposes and until abandoned and the trackage removed.

GRANTEE covenants and agrees with Grantor, its successors and assigns, that Grantee, its successors and assigns, will not construct, install or place or permit the construction, installation or placement of any structure or facility on, under, or across the premises covered by the reserved easement without written consent from Grantor, its successors and assigns, and will not use or permit the use of any of its property in a manner which may interfere with the use of the reserved easement. Without limiting the generality of the foregoing, Grantee, its successors and assigns, agree that it will not interfere with the drainage of the property covered by the reserved easement. This covenant shall run with the land and be binding upon Grantee, his successors and assigns.

GRANTOR further reserves unto itself, its successors and assigns, its existing pole line together with all appurtenant fixtures thereto and an easement for said pole line as now located on, over and across the premises herein above conveyed, together with all reasonable right-of-entry for the purpose of constructing, replacing, repairing and maintaining same, for so long as required for Grantor's purposes.



GRANTOR reserves for itself, its successors and assigns all coal, oil, gas, ores and any other minerals whether similar or dissimilar or now known to exist or hereafter discovered of every kind in, on or under said premises, together with the right at any time to explore, drill for, mine, remove and market all such products in any manner which will not damage structures on the surface of said premises. Grantee will release for itself, its successors or assigns the Grantors, its successors or assigns from any liability for any damages attributable to removing said minerals and this release shall run with the land.

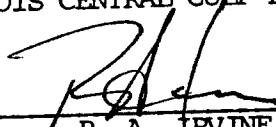
GRANTOR reserves the right for the continued maintenance, replacement and use of all existing driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements on said premises whether or not of record including the repair, reconstruction and replacement thereof and Grantee agrees not to interfere with the rights herein reserved or any facilities used pursuant thereto.

As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

IN WITNESS WHEREOF, ILLINOIS CENTRAL GULF RAILROAD COMPANY, the Grantor, has caused these presents to be signed by its Vice President, and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized this 7 day of December 1984.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

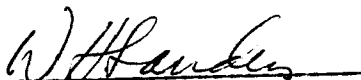
By



R. A. IRVINE
Vice President

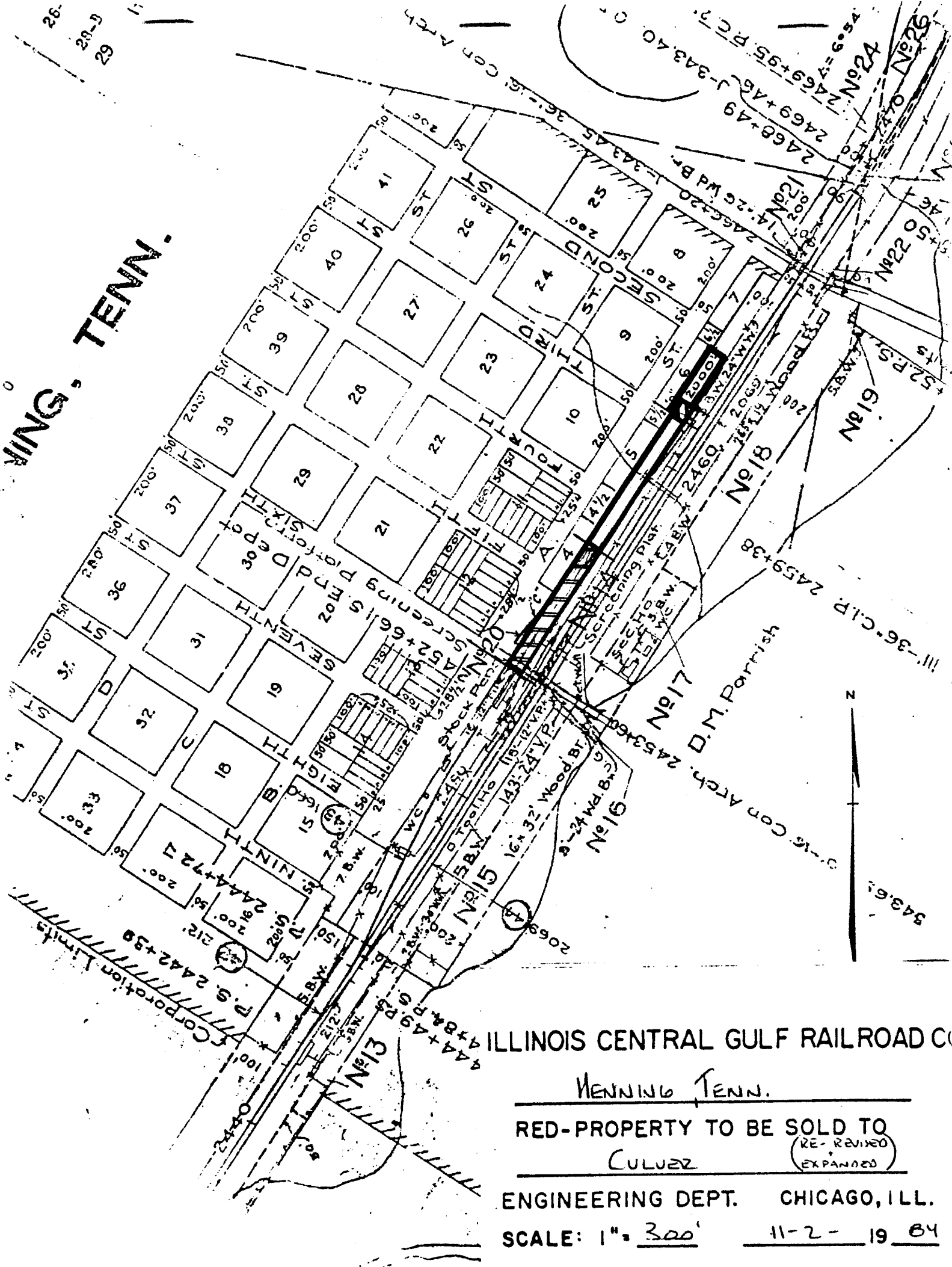
ATTEST:

By



W. H. SANDERS
Assistant Secretary

26-
20-3
29
17
NING, TENN.



ILLINOIS CENTRAL GULF RAILROAD CO

MENNING TENN.

RED-PROPERTY TO BE SOLD TO
CULVER (RE-REVISED EXPANDED)

ENGINEERING DEPT. CHICAGO, ILL.

SCALE: 1" = 300' 11-2-19 04

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify that R. A. Irvine, personally known to me to be the Vice President of the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation and W. H. Sanders, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 7 day of December, 1984.

Joyce E Lucas
Notary Public

My Commission Expires:

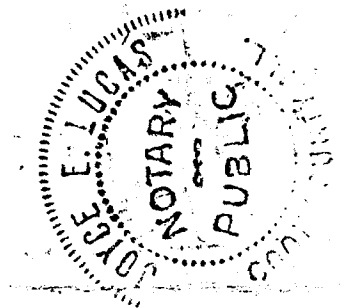
Nov. 17, 1985

Description Approved:

ILG Railroad

Form Approved:

ILG Railroad
Attorney



THIS INSTRUMENT PREPARED BY:

J.E. Lucas
Real Estate Department
ILLINOIS CENTRAL GULF RAILROAD COMPANY
233 North Michigan Avenue
Chicago, Illinois 60601

I hereby swear or affirm that to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$3,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Dennis A. Hunt
Affiant

Subscribed and sworn to before me this 7 day of December 1984.

Joyce E. Lucas
Notary Public

My Commission Expires:

Nov. 17 1985

Property Address:

behind Main St. - Henning TN

Vacant Land

Mail Tax Bills to:

Everett E. Culver
P.O. Box 38 Henning TN.

This Instrument Prepared by:

J.E. Lucas

STATE OF TENNESSEE, LAUDERDALE COUNTY

The foregoing instrument and certificate were noted in
Note Book 14, Page 104 At 9:25 O'clock PM 12-10-84
and recorded in Book 244, Series - Page 119
State Tax Paid \$ 780 Fee 50 Recording Fee 800 Total \$ 2630
Witness My hand.
Receipt No. 7788

Nolan Gines
Register