Rail R
Mortgage

The State of Alabama

This Indenture made the first day of July Eigh-
teen hundred and fifty two between the Alabama
and Tennessee River Rail road Company of the
State aforesaid parties of the first part and Gazaway
B Lamar of the City and State of New York and
William R Hallett of the City of Mobile and
State of Alabama parties of the second part
Witnesseth Whereas the said parties of the first
by virtue and in pursuance of the powers con-
=ferred by their Act to Incorporate the Ala-
=bama & Tennessee River Railroad Company
approved 4 March 1848 and by subsequent
Act of the same Legislature (the Legislature
of the State of Alabama) Entitled an act
to amend the Charter of Alabama & Tennessee
River Railroad Company approved
10 February 1852 are now Engaged in
Constructing a Rail Road in the State
of Alabama on the route authorised by the
Acts aforesaid that is to say from the Alabama
River at or near the City of Selma Northward
through portions of the Counties of Dallas Autauga
Perry Bibb Shelby Talladega Benton and
Cherokee in the direction of the Tennessee River
the route of which Railroad has been sur-
=veyed and duly located by the parties of the
first part or their authorised Board of directors
And Whereas the parties of the first part are
desirous of raising on their Credit the sum
of five hundred thousand dollars to be
applied to the Construction of said Rail
Road and in the Exercise of the Corporate
powers Conferred upon them by the acts of
the Legislature aforesaid for this purpose have
Executed and propose and design to issue
and dispose of their bonds that is to say
five hundred bonds for the sum of one
thousand dollars Each which bonds are
substantially in the form following to wit
The Alabama & Tennessee River rail road

Company by these Presents acknowledge them=selves to Owe to G B Lamar and W B Hallett One thousand dollars for value rec'd, which Sum they promise to pay to them or the holder thereof On the 1st day of July in Eighteen hundred and Seventy two at the Bank of the Republic in the City and State of New York with Interest thereon from the first day of July Eighteen hundred and fifty two at the rate of Seven per Centum per an=num payable Semi annually on the first days of January and July in Each year until the said principal Sum Shall be paid On presentation of the proper Interest Warrants at the place designated in the War=rants annexed and the said Company fur=ther promises that the holder hereof Shall be Entitled at any time before its maturity to Surrender this Bond to said Company and to receive in Satisfaction hereof Stock of the Company for an Amount Equivalent to the Amount due hereon and on the Surrender of this Bond (With the Unpaid Warrants - the said Company Shall issue to the holder hereof Stock As Aforesaid. And the said Company fur=ther agree that this Obligation and all the rights and benefits arising therefrom may be transferred by general or Special endor=sement or by delivery as tho the same Were a note of hand payable to bearer this ob=ligation is Executed and issued under and by Virtue of Authority conferred on the Board of Directors of the said Company by Act of the Legislature of the State of Ala=bama Entitled an Act to incorporate the Alabama & Tennessee River rail road Company. approved the 4 March 1848 And by Act of the Same Legislature Entitled an Act to Amend the Charter of the Alabama and Tennessee River rail Road Company approved the 10 of February 1852. In testimony Whereof the said Company acting by their duly Constituted and Authorised Government and Officers have Caused their Corporate Seal to be hereto affi=xed and these Presents to be Subscribed by their President and attested by their Secretary this done in the City of Selma this first day of July Eighteen hundred and fifty two.

Secretary — President —

I One of the trustees of the Alaba-ma and Tennessee River Railroad Company hereby Certify that the foregoing Bond is one of a Series of bonds of said Company of the Same date Amounting in the whole to the Sum of five hundred thousand dollars — all Equally secured by a Mortgage Executed by Said Company to the Undersigned and bearing date the first day of July Eighteen hundred and fifty two and Conveying to them in trust for the benefit and Security of whom =soever may be or become the holders of said Bonds or any of them all the property means and Effects of said Company including the Rail Road of said Company as Completed & to be Completed with all its appurtenances and including whatsoever may be procured by means of said bonds or the avails thereof giv-ing the said trustees and their Successors in the trust on the Commission of any default by the Company as to the payment of the interest or principal of said bonds or any of them ac-ting in person or by such agent or agents attorney or attorneys or the trustees for the time being may appoint and Employ for that purpose full power and authority to seize and take possession of and hold the rail road of said Company with its appurtenances and all the other property means and Effects of the Company and to use and Employ the same or to sell the same or such part thereof as may be requ

-ied to the highest bidder for the benefit of whomsoever may be the holders of said bonds or any of them as to which the said Company may be in default as to interest or principal. I further Certify that said deed has been duly & properly recorded in the proper Counts of the sever-al Counties of the State, in which the said Rail Road or any portion of it has been Constructed or located and is the first & Only lien on said Road as appears by the Certificates of the Clerks of those Counties the Mortgage also provides for Equally securing the issue of Bonds for the further amount of three hundred and thirty Eight thousand four hundred and fifty dollars which shall not be issued until at least One hundred miles of said rail road are in actual operation and shall be applied only to the payment of the rails & Equipments for the remainder of said road in testimony whereof I have hereunto set my hand this day of Eighteen hundred & fifty.

Trustee

Now therefore this Indenture further Witness-eth that the parties of the first part the better to secure and provide for the payment of the said Bonds respectively with the Interest to accrue thereon And also to provide for the payment And security of said other bonds as the said parties of the first part may hereafter Ex-ecute and issue not Exceeding the sum of three hundred and thirty Eight thous-and four hundred and fifty dollars On the terms & Conditions hereinafter stated And in Consideration of the sum of One dollar to the parties of the first part well and truly paid by the parties of the second part before the Ensealing & delivery of this Indenture have granted Conveyed transferred and set over & do by this Indenture grant Convey transfer & set over to the said parties of the second part & their

Survivor of them in trust as herein after
provided and to his and their Successors
R Road Deed in the trust. the Rail Road Constructed
And to be Constructed by the parties of
the first part as aforesaid with all the
Appurtenances thereof including all
lands houses Structures fixtures &
Machinery. piers Wharves & franchises priv
ileges. & rights and all other property real
And personal. now owned & which may
hereafter be Owned by the parties of the
first part And including also all Subs
Criptions to their Capital Stock together
With All tolls income issues & profits
Which May Accrue from the Said Rail road
or from Any other Source Whatsoever
to the parties of the first part and including
also the proceeds and avails of all bonds
Which May be issued or disposed of by
the parties of the first part to have and
to hold the Said premises herein before
granted assigned and Set over to them
The Said parties of the Second part and
the Survivors of them and their Successors
in the trust. for the benefit of the person
Or persons bodies politic or Corporate wh
=osoever they May be, Whether in the United
States or Else Where Who Shall become
the holder or holders of the bonds herein
before Specified and expressed, referred to
or any of them Subject to the terms stipu
lations And Conditions herein after set forth
The Said above granted And Conveyed
premises Shall remain in the possession of
And under the Control and management
of the parties of the first part So long
As they Shall Well and truly perform
the obligations and Stipulations of the
bonds aforesaid And Each and Every of them and
the Covenants of this Indenture and Comm
it no default therein. This Indenture fur
ther Witnesseth that the Said Company

R Road
Ded

Further Covenant & agree that all moneys or other values which may be received by said parties of the first part for said bonds or any of them shall be faithfully used and appropriated in the Construction of said Rail road and Equiping the same and in procureing and paying for materials required in the Construction of said Rail road and to no other purpose whatsoever. And the parties of the first part by this Indenture further Covenant and agree to make Execute & deliver all such other assurances and instruments and Conveyances as shall from time to time be necessary and that the parties of the second part may reasonably desire or their Counsel learned in the Law may reasonably advise for the better Carrying into Effect the objects and purposes of this Indenture and of making the lien hereby intended to be created more Effectual and to embrace the said Rail road and the further Construction thereof together with all the other property means and Effects intended hereby to be mortgaged as shall hereafter be required so as to make the security and lien aforesaid and by this Indenture intended to be created at all times as perfect Complete & Effectual as practicable. This Indenture further Witnesseth that if default shall be made in the payment of Either principal or interest of said bonds or Either of them that then and from thenceforth the parties of the second part or the survivor of them his or their successor in the trust upon the request in writing of any one of the holders of the said bonds on which interest or principal is not duly paid as aforesaid may and shall Enter into and upon & take actual possession of all ~~&~~ singular ~~the possession of all the~~ the premises including the before mentioned

R Road Deed

personal property hereby granted or intended so to be and by themselves or their agents take and receive the income and profits of the said Rail road and Mortgaged premises for the purposes of the security herein before declared first defraying out of the same the expenses of the Road and its needful repairs and to sell and dispose of the same & all benefit & Equity of redemption of the parties of the first part therein at public auction giving a reasonable public notice of the time and place of said sale by advertising at least sixty days before the sale in one or more newspapers published in the City of Selma and at such other place or places as the trustee or trustees for the time being may think best and as the attorney of the party of the first part for that purpose by these presents duly constituted to make & deliver to the purchaser or purchasers, thereof good and sufficient Deed or Deeds of Conveyance of the same in fee simple and out of the money arising from said sale to retain & apply so much as will discharge the principal and interest as shall be then due on all of the said bonds issued or to be issued as aforesaid together with the costs and charges for advertise=ment of the sale retaining the surplus thereof to be applied for the payment of the interest or principal of all the said bonds as they shall become due rendering the surplus of the purchase money after the payment of all of said Bonds unto the parties of the first part or their assigns. which sale shall be a perpetual bar against the parties of the first part and all persons claiming by from or under them & in discharging the duties of this trust. the Trustees or trustees for the time being may appoint and employ such agent or agents attorney or attorneys as the Trustee or trustees may think necessary and proper, allowing such agents

R R
Deed

or attorneys. Such Compensations as may be Just and reasonable and the acts of such agent or agents attorney or attorneys done in pursuance of their appointment shall be as Valid as if done by the trustee or trustees for the time being in proper persons — This Indenture further Witnesseth that the said Several trustees shall not in ~~many~~ any Manner be liable or responsible for any acts of Each other to which they do not Severally assent and Shall be accountable only for the Exercise of reasonable diligence in the management of said trust. & not for the acts of the agent or agents, by them from time to time appointed ~~or agents~~ by under these Presents. also that in Case of the death of any One of the Trustees or incapacity from any Cause to act in the matter of said trust the Company & the Surviving or acting trustee or trustees Shall Select a new trustee or trustees to supply the Vacancy hereby Created & shall thereupon make Execute and deliver all and Singular such other instruments and assurances as may be requisite to Enable the trustee or trustees thus designated to Execute with the others the purposes of such trust & so on from time to time. This Indenture further Witnesseth that upon the payment and Satisfaction of the principal and interest of Each of said Bonds previous to said Sale above provided together with the Costs if any which shall have accrued on said Bonds or any of them the Estate hereby granted to the said trustees parties of the second part shall Cease and be void and the Estate hereby granted to the said Trustees Shall immediately be reinstated in the Law and in fact in the said Alabama and Tennessee River Rail road Company with=out any Entry or other act and it is further mutually granted and agreed that sec

117.
R R
Deed

Bonds issued by said Company other than those above specified or refered to and duly certified by the said trustees or one of them shall be deemed secured by this mortgage. Excepting nevertheless that after at least one hundred miles of the said rail road shall be in actual operation and the said Company shall need a further sum or sums not exceeding three hundred and thirty Eight thousand four hundred and fifty Dollars for the Equipment and Completion of the Road the said Company may issue their bonds for such further sum or sums not exceeding the amount aforesaid & Certified as aforesaid which shall be secured by this mortgage in the same manner in all respects and Equally as if they were part of the amount of the Bonds herein originally secured, or herein first named or specified the proceeds whereof shall be aplied only to the payment of the iron rail and Equipments required for the remainder of said rail road In testimony whereof the parties of the first part have caused their corporate seal to be hereto affixed and the (Seal) same to be attested by their President pro tem and Secretary

A M Goodwin
Secretary

Wm. H. Phillips President
Pro Tem
Ala & Ten Riv Rail R Co

The State of Alabama }
Dallas County } Before the undersigned a Justice of the Peace within and for the County aforesaid personally appeared A M Goodwin to me personally known who being duly sworn deposes and says that he resides in the County and State aforesaid. and knows the Alabama And Tennessee River Rail road Company the parties of the first part to the foregoing Deed of Mortgage and who Executed the same that he is the Secretary of said Rail road Co. and keeper of the records of their board of directors. that the seal affixed to said

deed of Mortgage is the Corporate seal of said Rail Road Company and was affixed to said Deed in Execution thereof on the part of said Company by direction and under authority of said Bord of Directors and in Conformity with a resolution of said Bord

Sworn to & Subscribed before me a Justice of the Peace as aforesaid at office in the County aforesaid this the 6 day of September 1852

John M Strong J.P.

Filed for Record the 13 day of September 1852 And Recorded the 27 day of September A D 1852

John McClanahan
Judge of Probate