

Alabama

~~Alabama~~Coal mⁱⁿ
ing Co.

To

Hollows
Trusts

This Indenture made and entered into by & between the Alabama Coal Mining Company a body corporate of the first part & William H. Hollows of the second part and Daniel C. Watrous John M. Moore S. W. Hollows Beebe A. B. Cooper A. Miller and C. Grimes W. Lorraine and Sons of the third part. Witnesseth. That whereas at a meeting of the stockholders of the Alabama Coal Mining Company held on the 30th day of April 1857 in consideration of the fact that the President of the Company and members of the board of directors and other stockholders of the Company by advancing money for its use or by their credit in making endorsing or accepting bills of exchange or promissory notes to raise money for the use of the Company &c. & that the stockholders were desirous of securing and indemnifying all persons who had aided the Company by their own means or credit &c. it was resolved by the stockholders for the purpose of securing and indemnifying all persons who had advanced money or incurred liabilities or made or accepted or endorsed bills of exchange or promissory notes for the use or benefit of the Company or who with the concurrence or approval of the Board of directors might thereafter advance money for the use of the Company or loan the Company their credit in any form. The President of the Company under the direction of the Board of directors and with their concurrence was by said resolution authorized and empowered to execute a deed of trust or mortgage as the Board of directors might deem best on the whole means and effects of the Company or such portion thereof as the Board of directors

might deem proper such deed to be in such form and to contain such legal conditions and stipulations as the Board might authorize and direct for the purpose of rendering such deed effectual for the indemnity and security of the persons intended to be secured and indemnified as will more fully appear by reference to said resolutions. And whereas the President Daniel C. Watrous in his private and individual capacity John M. Moore, J. W. Beebe A. B. Cooper A. Miller members of the Board in their private and individual characters and capacities and H. W. Dorrance and sons have made drawn accepted and endorsed certain bills of exchange and advanced certain sums of money in paying certain bills of exchange or other accounts for the benefit and accommodation of the said Company and with the concurrence and approval of the Board of directors a list of the schedule of which said bills and of the money advanced and paid and on what account is attached to this deed and marked exhibit "A." and said schedule so marked is a part and parcel of this deed and the said indebtedness of said Company to the parties of the third part for moneys advanced upon bills past due and on other accounts or for bills running to maturity upon which said parties of the third part are liable as shown by said schedule amounts to the sum of one hundred and seven thousand two hundred and twenty seven ⁴⁰/₁₀₀ dollars and whereas at a meeting of the Board of directors held on the 30th day of October 1857 it was resolved by the Board of directors that for the purpose of securing and indemnifying said parties of the third part, that the President of the Alabama Coal Mining Company be and he was by said resolution of the Board of directors instructed, authorized and

empowered to make execute and deliver a deed of trust to the party of the second part as trustee conveying to said trustee the following named pieces, parcels and tracts of land situate lying and being in the County of Shelby and State of Alabama to wit:

The North West $\frac{1}{4}$ of N.W. $\frac{1}{4}$ Sec 28 T 22 R 4 West			
" N.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ Sec 28 Town 22 " " "			
" S.W. $\frac{1}{4}$ " N.E. $\frac{1}{4}$ " 35 " 19 " 3 "			
" N.E. $\frac{1}{4}$ " S.W. $\frac{1}{4}$ " 14 " 22 " 4 "			
" W. $\frac{1}{2}$ " N.W. $\frac{1}{4}$ " 6 " 24 " 12 East			
" S.E. $\frac{1}{4}$ " N.E. $\frac{1}{4}$ " 23 " 22 " 4 W			
" N.W. $\frac{1}{4}$ " S.E. $\frac{1}{4}$ " 1 " 24 " 11 E			
" N.E. $\frac{1}{4}$ " N.E. $\frac{1}{4}$ " 23 " 22 " 4 W			
" S.W. $\frac{1}{4}$ " N.E. $\frac{1}{4}$ " 1 " 24 " 11 E			
" N.W. $\frac{1}{4}$ " N.W. $\frac{1}{4}$ " 23 " 22 " 4 W			
" W. $\frac{1}{2}$ " S.W. $\frac{1}{4}$ " 6 " 24 " 12 E			
" S.W. $\frac{1}{4}$ " S.E. $\frac{1}{4}$ " 14 " 22 " 4 W			
" S.E. $\frac{1}{4}$ " N.E. $\frac{1}{4}$ " 1 " 24 " 11 E			
" N.E. $\frac{1}{4}$ " S.E. $\frac{1}{4}$ " 1 " 24 " 11 E			
" S.E. $\frac{1}{4}$ " S.W. $\frac{1}{4}$ " 14 " 22 " 4 W			
" N.E. $\frac{1}{4}$ " S.W. $\frac{1}{4}$ " 23 " 22 " 4 "			
" N.W. $\frac{1}{4}$ " S.E. $\frac{1}{4}$ " 23 " 22 " 4 "			
" S. $\frac{1}{2}$ " N.W. $\frac{1}{4}$ " 1 " 24 " 11 E			
" N. $\frac{1}{2}$ " S.W. $\frac{1}{4}$ " 1 " 24 " 11 "			
" S.E. $\frac{1}{4}$ " S.E. $\frac{1}{4}$ " 1 " 24 " 11 "			
" E. $\frac{1}{2}$ " N.W. $\frac{1}{4}$ " 22 " 22 " 4 W			
" S. $\frac{1}{2}$ " N.W. $\frac{1}{2}$ " 12 " 22 " 4 "			
" S.W. $\frac{1}{4}$ " N.E. $\frac{1}{4}$ " 12 " 22 " 4 W			
" N.W. $\frac{1}{4}$ " S.E. $\frac{1}{4}$ " 12 " 22 " 4 "			
" S.W. $\frac{1}{4}$ " — " 12 " 22 " 4 W. 160			
" N.E. $\frac{1}{4}$ " S.E. $\frac{1}{4}$ " 14 " 22 " 4 "			
" S.E. $\frac{1}{4}$ " N.E. " 14 " 22 " 4 "			
" W. $\frac{1}{2}$ " S.W. $\frac{1}{4}$ " 23 " 22 " 4 "			
" S. $\frac{1}{2}$ " N.E. $\frac{1}{4}$ " 22 " 22 " 4 "			
" N. $\frac{1}{2}$ " S.E. $\frac{1}{4}$ " 22 " 22 " 4 "			
" N.E. $\frac{1}{4}$ " S.W. $\frac{1}{4}$ " 22 " 22 " 4 "			
" S.E. $\frac{1}{4}$ " N.W. $\frac{1}{4}$ " 23 " 22 " 4 "			
" S.W. $\frac{1}{4}$ " N.E. $\frac{1}{4}$ " 23 " 22 " 4 "			
" N.W. $\frac{1}{4}$ " — " 18 " 22 " 3 "			
" S. $\frac{1}{2}$ " S.W. $\frac{1}{4}$ " 7 " 22 " 3 "			
" S.E. $\frac{1}{2}$ " — " 2 " 24 " 11 E			
" S.W. $\frac{1}{4}$ " S.W. $\frac{1}{4}$ " 1 " 24 " 11 "			
" N.W. $\frac{1}{4}$ " — " 13 " 22 " 4 W			
" N. $\frac{1}{2}$ " S.W. $\frac{1}{4}$ " 13 " 22 " 4 "			
" N.W. $\frac{1}{4}$ " S.E. $\frac{1}{4}$ " 14 " 22 " 4 "			

The $W\frac{1}{2}$ of $SW\frac{1}{4}$ of Sec 24 Town 32 R 4 West

" $SE\frac{1}{4}$ " $SW\frac{1}{4}$ " 24 " 32 " 4 "

" $SW\frac{1}{4}$ " $SW\frac{1}{4}$ " 18 " 22 " 4 "

" $SE\frac{1}{4}$ " $SE\frac{1}{4}$ " 14 " 22 " 4 "

" $NE\frac{1}{4}$ " $NE\frac{1}{4}$ " 24 " 22 " 4 "

" $SE\frac{1}{4}$ " $SW\frac{1}{4}$ " 19 " 22 " 3 "

" $SE\frac{1}{4}$ " $SW\frac{1}{4}$ " 1 " 24 " 11 East

" $E\frac{1}{2}$ " $NE\frac{1}{4}$ " 13 " 22 " 4 West

" $SW\frac{1}{4}$ " $NE\frac{1}{4}$ " 13 " 22 " 4 "

" $SE\frac{1}{4}$ " — " 13 " 22 " 4 "

" $W\frac{1}{2}$ " $SW\frac{1}{4}$ " 18 " 22 " 3 "

" $SW\frac{1}{4}$ " $SW\frac{1}{4}$ " 19 " 22 " 3 " all lying

and being in Shelby County Alabama

Also the undivided one half interest in and to that lot or parcel of land situate lying and being in the City of Selma County of Dallas and State of Alabama described as follows, part of large or out lot Number twenty eight so numbered in the map of the original plan of the town of Selma except six acres sold to Alabama and Mississippi River's Rail Road Company containing originally about twenty acres being the same conveyed by John W. Lapsley to said Alabama Coal Mining Company and reserving to said Lapsley one and a half acres by his said deed, being a part and portion of the real estate of the party of the first part together with all the privileges rights of way rights of use and occupancy use of the said rail road and train roads improvements buildings, platforms privileges and appurtenances to said land pertaining as fully and completely as now owned possessed and enjoyed by said party of the first part. And also the following described personal property to wit, two waggons fifteen head of mules all the mining tools and implements, blacksmiths tools, two sets, also the following described slaves, Ben, John, Dave, Bill, Phillip, Peter and Ellick also all the wheel barrows shovels and screens at and about the platform and Depot at Selma also the two new barges one named Dallas and

the other named Shelby, The barge called Al-
 ley barge and a flat boat boat used as a wharf
 Boat all of which real and personal proper-
 ty with said rights privileges and appurte-
 nances was by said resolutions of the Board of
 Directors to be conveyed to the party of the
 second part upon the trusts hereinafter
 inserted and embraced in this deed, as
 will more fully appear by reference
 to said resolutions. Now therefore the
 party of the first part for and in con-
 sideration of the premises and for the
 further consideration of one dollar
 to the party of the first part paid by the par-
 ty of the second part at and before the ex-
 ecuting and delivery of these presents has
 granted bargained and sold and by these
 presents does grant bargain and sell to
 the party of the second part all the said
 real estate and personal property and
 rights privileges and appurtenances here-
 inbefore described with all and singu-
 lar the tenements hereditaments rights
 and privileges to the same belonging or
 in anywise appertaining. Nevertheless
 and these presents are upon the fol-
 lowing trust that the said party of the
 first part shall retain the possession
 of all the real and personal property
 with the rights privileges and hereby con-
 veyed until the same is sold under
 the provisions trusts and stipulations
 of this deed and upon the further trust
 that if the party of the first part shall
 on or before the first day of July 1868
 pay and satisfy the said parties the mon-
 ies by them severally advanced and
 paid for the use of said Company as
 set forth in the schedule and shall
 also pay and satisfy said bills of ex-
 change in said schedule named and
 set forth or discharge in any other
 way the liabilities of said parties
 then these presents to be null and
 void but should the party of the first
 part fail on or before the first day
 of July 1868 to pay and satisfy the

said parties the monies by them severally ad-
 vanced and paid for the use of said company
 as set forth in the schedule, and pay and
 satisfy all the bills of exchange in said
 schedule contained with all such costs
 interests and damages as may have ac-
 crued thereon or otherwise discharge the
 liabilities of said parties of the third part
 then and upon such default the parties
 of the second part is hereby fully author-
 ized and empowered at any time af-
 ter said first day of July 1868 and af-
 ter giving sixty days notice by publica-
 tion in a news paper printed in Selma
 one in Mobile and one in Montgom-
 ery of the time and place and terms of
 such sale to expose and sell to the
 highest bidder for cash ^{or for cash} one third in
 four months and one third in eight
 months as at the time of giving until
 he may deem expedient all of said pieces
~~and~~ parcels and tracts of land together with
 all the privileges rights of way, right
 of use and occupancy and use of
 Rail Road and trail roads improve-
 ments buildings platforms privileges
 and appurtenances to said land pur-
 taining as fully and completely
 as now owned possessed and enjoyed
 by said party of the first part and also
 said personal property said sale to
 be had and held either in Selma
 or on the premises in Shelby Coun-
 ty or the party of the second part
 may hold a sale at both places
 and said trustee may sell said lands
 in Shelby County in parcels or to-
 gether as he may deem most desi-
 rable and as he may be requested by
 the parties of the third part or a majority
 of them, and the party of the second
 part is hereby authorized and em-
 powered to make execute and
 deliver all sufficient deed or
 deeds bills of sale or other con-
 veyances, legal and proper to the
 purchaser or purchasers of said

property; and should the said party of the
 second part sell on time as above provi-
 ded he shall amply secure the payment
 of the purchase money in such manner
 as he may deem best and it is hereby fur-
 ther provided that the party of the second
 part out of the proceeds of said sale shall
 first pay and refund to the parties of the
 third part or either of them such amount
 of money as they or either of them
 may have already advanced and paid
 as set forth in said schedule or may
 have advanced and paid upon any of
 said bills of exchange named in said
 schedule whether advanced and paid
 voluntarily or by process of law or paid
 and advanced before or after the exe-
 cution of these presents. And as one
 object of the above named parties liable
 is to equalize their liability on said
 indebtedness and on said bills of ex-
 change as set forth in said schedule,
 so that one shall not pay or be li-
 able for more than another it is
 hereby made the duty of the the party
 of the second part to ascertain the
 extent of each of said parties liability
 upon said bills and should one be
 found liable for more than another
 then the said trustee shall to the ex-
 tent of funds in hand pay said bills
 in such order and manner as will
 equalize the liabilities of the said
 parties so that each party may on-
 ly be liable for an equal amount
 on said bills and the said trustee
 shall out of the proceeds of said sale
 if sufficient pay and satisfy all of
 said bills with all costs damages and in-
 terest reserving in all cases enou-
 gh to pay the expenses necessary
 and incident to the execution
 of his said trust. In testimony where-
 of the said President has signed the
 same and has caused the corpo-
 rate seal of said Company to af-
 fixed and attested the same with

the secretary pro tem of said Company this thirty first day of October A.D. 1857 and the said trustee has also executed said deed by signing his name and affixing his seal the day and date last aforesaid

Attest

D. C. Watrous

G. W. McCombie Secy P.O.

D. C. Watrous
President Ala

Coal No. Co.

W. H. Fellows, not
as Trustee

The words "of exchange and on other accounts" between the 7th and 8th line from the bottom of the second page and also the words "and on other accounts" between the 5th and 6th lines of the third page, and also the words "use of the" between the 6th and 7th lines from the bottom of the 5th page were interlined before the execution of this deed and the words "Rail Road" on the 7th line from the top of the 3rd page was erased before the execution of said deed

Attest. Saml B. Blake

Abner Jones

The State of Alabama, I Abner Jones a Dallas County Justice of the peace in and for said County hereby certify, that Daniel C. Watrous whose name 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 executed the same in his official capacity as president of the Alabama Coal Mining Company, and in his official capacity as President of the Alabama Coal Mining Company caused the corporate seal of said Company to be affixed to said Conveyance attested by him and the Secretary pro tem of said Company voluntarily on the day the same bears date And I further certify that W. H. Fellows whose name is also 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 executed the same as

trustee voluntarily on the day the same bears date. Given under my hand this 31st day of October A.D. 1857 Abner Jones J. P.

February 7 D. E. Watrous Trust. Exchange on A. Miller Treasurer and A. B. Cooper, John M. Moore J. W. Beebe D. E. Watrous Dorrance and Sons 12 months 11/10 Feby 1858. 5-000

" 12 D. E. Watrous Trust. Exchange on A. Miller Treasurer and A. B. Cooper John M. Moore J. W. Beebe D. E. Watrous Dorrance and Sons 9 months 12/16 Nov 1857. 5-000

" 17 D. E. Watrous Trust. Exchange on A. Miller Treasurer and A. B. Cooper John M. Moore J. W. Beebe, D. E. Watrous Dorrance & Sons 12 months 17/2 Feby 1858. 5-000

March 2 D. E. Watrous Trust. Exchange on A. Miller Treasurer and A. B. Cooper John M. Moore J. W. Beebe, D. E. Watrous Dorrance and Sons 13 months 3/6 March 1858 5-000

" 13 D. E. Watrous Trust Exchange on A. Miller Treasurer and A. B. Cooper, John M. Moore J. W. Beebe, ~~D. E. Watrous~~ Dorrance & Sons 13 month 12/16 March 1858 5-000

" 16 D. E. Watrous Trust Exchange on A. Miller Treasurer and A. B. Cooper John M. Moore J. W. Beebe D. E. Watrous today 15/8 May 1857 25-00

April 2 D. E. Watrous Trust Exchange on B. F. Marshall and A. B. Cooper John M. Moore D. E. Watrous A. Miller 7 months 2/5 Nov 1857 5-299, 10

" 2 D. E. Watrous Trust Exchange on B. F. Marshall and A. B. Cooper John M. Moore D. E. Watrous A. Miller 9 months 2/2 Jan 1858 5-374, 76

" 9 D. E. Watrous Trust Exchange on A. Miller Treasurer, A. B. Cooper John M. Moore J. W. Beebe D. E. Watrous A. Miller 60 days 7/4 June 1857 25-00

" 9 D. E. Watrous Trust Exchange on A. Miller Treasurer and A. B. Cooper John M. Moore J. W. Beebe D. E. Watrous A. Miller 90 days 7/11 July 1857. 25-00

" 24 D. E. Watrous Trust Exchange on A. Miller Treasurer and A. B. Cooper John M. Moore J. W. Beebe D. E. Watrous 13 months 24/27 April 1858 5-000

- April 23 Jno M Moore Exchange on Dorrance and sons
End J. W. Beebe 90 days $2\frac{1}{2}$ Aug 1857 5.00
- " 37 D. E. Watrous Prest Exchange on A. Miller Treasurer
End A. B. Cooper Jno M Moore J. W. Beebe D. E.
Watrous 90 days $2\frac{1}{2}$ July 1857 5.00
- May 4 D. E. Watrous Prest Exchange on A. Miller Treas-
urer End A. B. Cooper Jno M Moore J. W. Bee-
bee D. E. Watrous 7 months $4\frac{1}{2}$ Dec 1857 25.00
- " 4 Jno M Moore Exchange on Dorrance and
Sons End J. W. Beebe 60 days $3\frac{1}{6}$ July 1857. 25.00
- April 9 Jno M Moore Exchange on Dorrance and sons
End J. W. Beebe 7 months $9\frac{1}{2}$ Nov 1857 25.00
- " 9 D. E. Watrous Prest Exchange on A. Miller Treas-
urer End A. B. Cooper Jno M. Moore J. W.
Beebe D. E. Watrous 7 months $9\frac{1}{2}$ Nov 1857
2878.22
- June 10 D. E. Watrous Prest Exchange on A. Miller
Treasurer End A. B. Cooper Jno M. Moore
J. W. Beebe D. E. Watrous A. Miller 6 months
 $10\frac{1}{10}$ Dec 1857 5.00
- " 23 A. B. Cooper Exchange on W. B. Bell ad-
vanced by A. B. Cooper 60 days $2\frac{1}{2}$ Aug
1857. 8.00
- " 25 D. E. Watrous Prest Exchange on A. Mil-
ler Treasurer End A. B. Cooper Jno M Moore
J. W. Beebe D. E. Watrous (Advanced by
A. Miller) 60 days $2\frac{1}{2}$ Aug 1857. 5.00
- " 26 D. E. Watrous Prest Exchange on A. Mil-
ler Treasurer End A. B. Cooper Jno M.
Moore J. W. Beebe D. E. Watrous (Advan-
ced by A. Miller) 60 days $2\frac{1}{2}$ Aug 1857. 25.00
- " 26 D. E. Watrous Prest Exchange on A. Miller
Treasurer End A. B. Cooper. Jno M Moore
J. W. Beebe D. E. Watrous (Advanced by
A. Miller) 60 days $2\frac{1}{2}$ Aug 1857. 25.00
- July 2 D. E. Watrous Prest Exchange on A. Miller
End A. B. Cooper Jno M Moore J. W. Beebe
D. E. Watrous 6 months $2\frac{1}{4}$ July 1858 25.00
- " 3 D. E. Watrous Prest Exchange on A. Mil-
ler Treasurer End A. B. Cooper Jno-
M Moore J. W. Beebe D. E. Watrous
 $12\frac{1}{15}$ Jan 1858. 25.00
- 2 D. E. Watrous Prest Exchange on A. Mil-
ler Treasurer End A. B. Cooper Jno
Moore J. W. Beebe D. E. Watrous
for S. I. Bt acct 4 months $2\frac{1}{6}$ Nov
1857 5.00

- July 2 D. E. Watrous Best Exchange on A Miller Treas-
urer and A. B. Cooper Pro W Moore J. W. Bee-
bee D. E. Watrous for S & Bt acct 6 months
2/5 Jan'y 1858, 5-000
- " 3 A. B. Cooper v Best Exchange on G. W. Mc-
Corrumei Treasurer (advanced by A. Miller
90 day 2/5 Oct 1857 1445, 33
- " 3 A. B. Cooper v Best Exchange on G. W.
McCorrumei Treasurer (advanced by A
Miller 90 days 2/5 Oct 1857 1,000
- " 10 D. E. Watrous Best Exchange on A Mil-
ler Treasurer and A B Cooper Pro W
Moore J. W. Beebe D. E. Watrous (advanced
by A. Miller 90 days 7/12 Oct 1857, 25-00
Pro W Moore acct filed for money
paid and advanced in building Boat
and Barges and expenses and to be paid
upon by the Board or its committee
or accts say 3000 Total 107,297.40
one hundred and seven thousand two
hundred and ninety seven 40/100 dollars

Filed for record 13th Nov 1857

J. H. McClanahan
Judge