The State of Alabama }
Shelby County } This Indenture and agreement made and concluded this 30th day of July Eighteen hundred & fifty Seven, for valuable and sufficient consideration moving between the parties by and between Virgil A Gardener and John W. Lapsey of the first part and Samuel J Hale and John R Kenan of the second part [witnesseth: The said parties have formed an association and Company of and between themselves under the name of the Shelby Lime Company for the purpose of manufacturing and vending Lime, and of doing all things necessary and proper for the carrying and prosecution of their said business, and for the business of sawing and vending lumber if the company should deem proper to engage also in that business. For the purposes aforesaid the parties of the first part agree to put into said company for the joint and equal use and benefit of all the parties in said business all the Stone and lumber and wood (exceptionally hereinafter excepted) in upon and under the following discribed tracts or parcels of land, that is to say:] The North half of the North West Quarter of section twenty one; and the South East Quarter; and the South half of the North East quarter of section seventeen; any other portion of said section seventeen which the parties of the first part may own; and the North West Quarter of the North West Quarter of section twenty: and so much other land as the parties of the first part may own in the last named section supposed to be the north East quarter of the North ~~East~~ West quarter; and the North West quarter of the North East quarter; and section fourteen except the East half of the South East quarter, and the West half of the South west quarter; and section fifteen. Except the west half of the South West quarter; and the South East quarter of the South East quarter; & the north half of North West quarter of section twenty three; and including whatsoever other parties of said sections fourteen, fifteen and twenty three may belong to the parties of the first part or either of them so as to include all that they or either of them may own in said three last named sections. And so much as they the parties

21 17 20 14 15 23 14/15/23

of the first part or either of them may own in section twenty
2x two all the lands aforesaid being in township twenty two
(22) Range two (2) West in the County of Shelby in said State
aforesaid in the district of lands subject to sale at Tuscaloosa
And the parties of the first part hereby convey to the parties
of the second part their heirs Representatives and assigns
for the objects and purpose herein above designated
and for those objects and purposes alone to be held used
and enjoyed by them their heirs legal representatives of
the and assigns in common with the parties of the first
part: their heirs legal representatives and assigns in the
business herein before specified in which all said parties
are equally interested the one undivided half part of all
the Stone timber and wood in. upon or under the
various tracts or parcels of land aforesaid. the said parties
of the first part hereby agreeing to put into the said
company for the joint use and benefit of all the parties
in said above specified business the other undivided
half part of the Stone wood and timber in. upon or
under the tracts of land aforesaid so as to make all
the parties to this agreement, their heirs legal representat=
atives and assigns jointly and equally interested for
the purposes of the business aforesaid. and for those
purposes alone in all the Stone wood and timber
aforesaid including the timber and wood which
may hereafter grow upon said lands. Except and
provided that the parties of the first part reserve
to themselves, their heirs and assigns, the right to
appropriate and use in common with the parties
of the second part their heirs and assigns. so much
of the wood and timber being and to be on the lands
aforesaid as they or either of them may desire
for their own uses and purposes.— (The said
Samuel J. Hale on his part agrees to put in to
said company and for the joint and equal
benefit of himself, his heirs and assigns and the
other parties of this Indenture and agreement, their
heirs and assigns for the uses and purposes of
the business aforesaid. all the Stone wood and
timber being and to be in and upon and under
the lands hereinafter specified. That is to say. The
North East quarter of the North East quarter of section
~~twenty~~ five in Township twenty four and Range
~~thirteen~~ east. And the West half of the North
~~West~~ quarter and the East half of the North West quarter
East

and the South East quarter of the North East quarter, all in Section Twenty four [and the South East fraction of said Section twenty four, except forty acres of the east end thereof which belongs to Hiram Butler, the said Section twenty four being in township twenty two (22) and Range three West. all of said lands being in the County aforesaid in the district of lands subject to sale at Tuscaloosa in said State. And the said Lemuel J. Hale hereby conveys to the parties of the first part and the said John R Keenan their heirs legal Representatives and assigns three undivided fourth parts of all the stone wood and timber being and to be in and upon or under the said last above specified five tracts or parcels of land so as to make them their heirs legal Representatives and assigns together with the himself the said Hale his heirs legal Representatives and assigns joint and equal Copartners and owners of the stone. wood and timber being and to be in and upon and under the said last above mentioned and specified tracts or parcels of land for the purposes and business of said Shelby lime Co as herein before specified; Provided that the party of the - that is to say. the said Lemuel J. Hale his heirs and assigns shall have the right to use for his adjoining plantations. but not otherwise so much of the wood and timber on the said last above mentioned tracts of land as may be required for fire wood and plantation purposes. except White Oak all of which is to be reserved for the use of said Company and except also such stone as said Hale may choose for his own use, or his heirs and assigns may want for their use, but not for sale. But the said Hale his heirs assigns are by the terms of this agreement prohibited from claiming and of the said last specified tracts of land or any part and from such use of the same as shall be calculated to injure or destroy the wood and timber thereon except to the privileges above reserved but the same shall be kept and preserved for the uses and purposes

of said Company until such time as they may desire to use the said wood and timber, being and to be on said lands.) The parties of the first part hereby convey to the parties of the second part, their heirs Representatives and assigns the one undivided half part of the lands on which the lime Kilns and other structures and buildings now being used by said Company, on the Western side of the Rail Road now stands, and so much of the lands adjacent thereto as may hereafter be required by said Company for the erection of other Kilns, structures and buildings. Stables & pounds for horses mules, oxen or other Cattle and for other necessary purposes of said Company. the other undivided half part to be held by the parties of the first part, their heirs and assigns, also for the above specified uses and purposes of said Company. So long as said business may be continued, It is further stipulated and provided by and between said parties that the said Company, and the parties respectively their heirs and assigns and successors shall have the free and unmolested right at all times to enter and remain upon all the lands aforesaid and every part thereof, and shall free and unmolested ingress in and upon and through the same with their Servants, labourers, teams and vehicles for the purpose of carrying and removing stone and cutting and removing wood and timber, and for all other purposes of their business, but reasonable care shall be taken to avoid injuring crops of any kind which may be growing or standing upon such portions of the land as the company may for the time being not wish to enter upon in the prosecution of their business under the rights secured to them by the terms of this Indenture and agreement. In the preparation of this agreement and Indenture a mistake has occured, in relation to one of the tracts of lands, above specified. That is, the North East quarter of the North West quarter of Section five in Township twenty four. Range thirteen east in this to wit, Instead of merely conveying the wood stone and timber thereon, it was and is the agreement of the parties to this Indenture that the said Samuel J Hall should convey absolutely and in fee and therefore he does by this Indenture grant and convey to the said

Virgil A Gardner. John N Lapsey and John R Kenan, without reservation, and to their respective heirs and assigns three undivided fourth parts of the said North East quarter of the North West quarter of Section Five. Township twenty four, Range thirteen east so as to make the said Gardner, Lapsey and Kenan their respective heirs and assigns joint and coequal owners and tenants in common of the said last above described tract of land for the uses and purposes of said Shelby lime Company as herein before specified; Provided always that the said Hall his heirs and assigns shall have the right of way for themselves, their Servants, teams and Vehicles, through and across said last described of land from one part of his or their adjoining lands to another and to the Rail Road. Provided that this right shall be so excersized as to cause as little incon=-venience to the owners of the land, as practic-able. It is further stipulated and agreed between the parties that for the purpose of securing uninterrupted continuity of the business of the said Shelby lime company and succession, the said Company shall become incorporated as soon as a satisfactory charter for that purpose can be obtained from the Legislature; and that on procuring such charter and the acceptance thereof by those who may constitute the company all the joint and copartnership property of the company shall go into such incorporated company as capital stock at such valuation as may be fixed by the company, thenceforth to be counted as stock in the Company according to the interests of the respective parties at that time. It is further stipulated between that if any present or future member of said company should desire to dispose of the whole or any portion of his interests in the company before doing so, he shall give preference to the other members of the company to purchase such interests as he may desire to dispose of and give them

ample notice and opportunity to purchase such interest and this provision shall be applicable to all who may hereafter become members of this company so that not such or transfer of interest to any extent by any member of the company. shall be valid or binding on the other members of the company. so as to let in as a member of the company the person or persons to whom the sale or transfer may be made without the express assent of the other members of the company. unless the right to purchase on the same terms on which the sale or transfer may have been made. shall first have been given to the other members of the company and refused or declined The parties respectively bind themselves their heirs and legal Representatives mutually. each unto each to carry out and into effect all the terms and stipulations of this agreement according to the true and equitable meaning and import thereof For the fulfilment of all and singular the terms undertakings and obligations of this agreement and Indenture the said parties respectively bind themselves each unto each. and respective heirs and legal Representatives. In testimony whereof the said parties have hereunto set their hands and seals this day and year first above written

Executed in the presence of
A. V. Gardner
W. A. Tills

V. H. Gardner seal
John W Lapsley seal
S. J. Hale seal
J. R. Kenan seal

The State of Alabama
Shelby County } Know all men by these presents that I Margaret E Gardner wife of Virgil H Gardner in consideration of the sum of one dollar to me paid and for other valuable and sufficient consideration bargained & sold. We thereunto moving have, relinquished. and do hereby to Samuel J Hale John W Lapsley and John R. Kenan my right and dower in and to the lands specified in the foregoing and above written Indenture and agreement between my said husband the said Hale Lapsley and Kenan to the extent of the agreement and conveyance of my said husband so as to leave the rights and interests of the parties to said Indenture and agreement free from and unaffected by my right and Dower in said lands Given under my hand and seal this 30th

day of July Eighteen hundred and fifty seven Margaret A. Gardner (Seal)
Executed in the presence of
A. V. Gardner
W. A. Fills

The State of Alabama }
Shelby County } Know all men by these presents, that I Ann A Lapsley wife of John W Lapsley, in consideration of the sum of one dollar to me paid by Virgil A Gardner Lemuel J. Hale and John R Kenan before the sealing and delivering of these presents and for other valuable and sufficient Consideration me thereunto moving have sold and relinquished and by these presents do sell and relinquish to the said Gardner, Hale and Kenan my right of dower in and the various tracts of land designated in the annexed deed made by and between my said husband and the said Gardner, Hale and Kenan to the same extent that my husband has conveyed his interests therein so as to leave the rights of the said Gardner Hale and Kenan in said lands unaffected by my rights of dower therein. Given under my hand and seal this 31st day of July Eighteen hundred and fifty seven A. A. Lapsley (Seal)
Executed in the presence
of. A. V. Gardner
W. A. Fills

The State of Alabama }
Shelby County } Before the undersigned a Justice of the peace in and for said the County aforesaid personally came William A Fills who is to me known and being by me duly sworn on his oath deposeth and says that Mrs A A Lapsley whose name is signed to the within deed being informed of the contents of the said Deed, Voluntarily executed the same in the presence of the affiant and of A V Gardner at the date of the said deed and the affiant then and there together

with the said A. V. Gardener, subscribed the same as a witness in the presence of the grantor Mr Lapsley and of each other

Sworn to and subscribed
before me this day
of

Filed for Record the 1st day of November AD 1859. and Recorded ~~same the~~ 2nd day of same month

J M McCanahan
Judge of Probate