

Indenture
and
agreement
for the
organization
of the Shelby
line Co

The State of Alabama }
Shelby County } This Indenture made and
entered into this twenty first day of April A.D. eighteen
hundred and fifty nine by and between Virgil A Gardner
John W Lapsley. Samuel J. Hale John R Kenan, and
Edward J Watts of the state aforesaid. witnesseth
That the said Gardner, Lapsley, Hale, and Kenan
have agreed, and hereby agree to organize themselves
as a corporate company for the purpose here aforesaid
with themselves for this purpose as a corporation. The
said Edward J Watts under and by virtue of the act
of the legislature of the State of Alabama entitled
An Act incorporate the Shelby line Company approved
2^d February 1858. which act of incorporation with
all the terms and provisions thereof. the said parties
hereby accept and adopt as their act of incorporation
and by virtue of the authority thereof. and of this
Indenture. the said Gardner. Lapsley Hale and
Kenan, and the said Watts as an associate have
agreed. and hereby agree to associate and organize
as a corporation under the name and style of the
"Shelby line Company" and as such corporation
and company, to do and carry on the business
specified in and authorized by said act.

It is hereby further agreed and stipulated that the
herein after specified and designated property
real and personal property to which all the
parties to this Indenture have and joint and
equal right. shall be and is by the terms of this
Indenture put into said Company. and made

and declared to be Capital Stock of said incorporation; That is to say. The North half of Section fourteen (lands) and the East half of the South West Quarter and the West half of the South East Quarter, and the South West Quarter of the South West Quarter of Section fourteen and the East half of the North East Quarter and the South West Quarter of the North East Quarter, and the South half of the North West quarter, and the East half of the South West quarter, and the West half of the South East Quarter, and the North East Quarter of the South East quarter of Section fifteen, and the North East Quarter of the North West Quarter of Section twenty three, and the North West Quarter, and the South East Quarter of the North East Quarter, and the South East fraction a fourth of the Section twenty one, and the South East Quarter and the South half of the North East Quarter of Section seventeen, and the North West Quarter of the North West Quarter of Section twenty. The said Lapsley and Gardner, through and from whence the titles to the foregoing lands are derived, hereby reserving to themselves the right to take and carry away so much of the wood and timber on the lands aforesaid, as they may need and require for their own use respectively. Also the West half and the North East Quarter, and the North half of the South East quarter of Section sixteen.

Also the South West Quarter of the South East quarter and the South half of the South West Quarter of Section eleven and the East half of the South East quarter of Section ten; and the South West quarter of the South West quarter of Section ten, and the South East quarter of the South East Quarter of Section nine, all in township twenty two and Range two west. Also all such parts of the above mentioned Sections as may belong to any one or more of the parties and not designated or specified, are embraced and included in this Indenture and agreement as if the same were designated specially. Also the North East Quarter of the South West quarter and the South East quarter of the North West quarter of Section five

and the North East Quarter of the North West Quarter of the last named Section five. Also the North East quarter of the North West Quarter and the South West quarter of the North West quarter of Section two; all subsequent to the lands above specified as in township twenty four two range two west, being in township twenty four Range thirteen East and the whole of the above named lands being in the County of Shelby and district of lands subject to sale at the land office at Tuscaloosa in said State. Also the west half of the North East Quarter of the South East Quarter, and the East half of the South West Quarter, and the North West of the North East Quarter of Section ten, also the North West Quarter of the South West Quarter of section two in Township twenty four Range thirteen East. Also all that portion of the North West quarter of the North East Quarter of Section ^{two} in Township twenty two range two west, in the Tuscaloosa land district, including all that portion which lies north of the Alabama and Tennessee River Rail Roads, being that portion of said Section twenty two, on which is situated the Steam mill and adjacent buildings belonging to the Shelby lime Company, and which was purchased of D. J. Seale, Also all the wood and timber now upon and hereafter to be upon the lands herein after specified and all the stone in or upon or under the surface of the same lands with perpetual right to the said incorporation its agents and servants and its teams and waggon and carts or other vehicles to enter upon and pass over, and through all portions of the same lands so far as may be required to cut and remove the wood and timber and to quarry and dig and remove the said stone, all without molestations let or hindrance which rights shall pertain and extend to the successors and assigns of the parties to this Indenture and said Corporation; and the said wood and timber shall be kept and preserved for the sole use and benefit of the said Corporation and its successors and shall not be taken or used by any other person except and provided that the said Samuel J. Hale and his heirs shall have a right to take and appropriate so much of the said wood and timber (except the timber upon or to grow upon said lands which shall not be molested or used except by said Corporation and its successors) as may be necessary for use on the adjacent plantation.

of the said Hale, and provided, that the said Hale shall have right to cultivate such portions of the said lands hereinafter specified as he may desire, which right shall extend to his heirs provided neither he or his heirs shall so use the said lands as to molest or injure impede the said Corporation or its successors or assigns in the full enjoyment of the rights pertaining to wood timber and stone, above specified, and provided also that the said Hale and his heirs may take and appropriate so much of the stone as may be required for use but without the right to take more wood timber or stone than may necessary and required for his or their own use, but not to be sold or disposed of to others, that is to say, The west half of the North East Quarter, and the East half of the North West Quarter, and the East half of the North West Quarter and the South East Quarter of the North East Quarter of section twenty four and the South East fraction of said section twenty four, except forty acres of the Eastern thereof which belongs to Hiram Butler, all in Township twenty two range three west. Also the lands specified and referred to in this Indenture, are in the County of Shelby and district of lands subject to sale at the land office at Tuscaloosa in said State. The following is the personal property included in this Indenture and Agreement.

Three Negroes, a man named Joe, a man named Jacob, and a man named Henry all purchased of A Garrett, nineteen mules, five waggon, one log wagon, one carry log, six yoke of oxen, Three cows, two hundred and fifty hogs, three steam engines and boilers and appurtenances, one saw mill, one grist mill, stone cutting machine, bead cutters, hoop machine, all implements used in the said business by the Shelby lime Company, with all the farming utensils on the farm at or near the kilns and works of the Shelby lime Company. All the and staves and barrel beads, and lime, and corn and fodder and provisions upon the place of the Shelby lime Company owned by the late Company of that name with the lands for lime

Kilns owned by said Company prior to and at this date, the above mentioned property real and personal having been the property of the late lime Company, composed of the parties to this Indenture and agreement.

It is further stipulated and agreed by and between the parties that for the purposes of the organization made and agreed upon by this Indenture the whole of the property aforesaid put into this Company as capital stock as aforesaid shall be and the same is hereby valued at the sum of One hundred thousand Dollars, and the capital stock of this incorporation is by this Indenture and agreement fixed at the sum of One hundred thousand dollars and so to remain until otherwise determined by this Company which said Capital Stock shall be divided into One hundred shares of one thousand dollars each for which proper certificates shall be issued to the parties as entitled and which certificates when issued shall be attested or signed by the President of the Company officially, and attested by the Secretary of the Company which shall be a sufficient authentication of the certificates. In accordance with the provisions of the Charter each stock holder will be entitled to one vote in the election of officers and in the management of the affairs of the Company, for every share of stock owned at the time of voting, and any stock holder may be represented by a proxy only appointed for that purpose in writing. Until otherwise ordained by the Company the stockholders shall constitute a Board of Managers or Directors of the Company a majority of whom, and who may be a majority of the stock of the Company, shall constitute a quorum of the Board for the transaction of business.

The officers of the Company shall consist of a President and Secretary and Superintendent to be elected by a vote of the Corporation, and to hold their offices respectively during the pleasure of the Company. Until otherwise determined by the Company all funds of the Company when received shall be deposited in the Selma Insurance and Trust Company which shall be regarded as the treasury of the Company. It will be the duty of the President to superintend the general concerns of the Company, and until otherwise provided, he, as well as the Superintendent of the Company shall have power to subscribe the name of the Company

in business and contracts relating to the affairs of the Company. It shall be the duty of the Superintendent to purchase or direct the purchase of all materials and things required for the use of the company and to make contracts for the hire of laborers and he shall have authority to draw his checks upon for the necessary disbursements of the Company. Regular books shall be kept by the Secretary in which all the transactions of the company shall be carefully entered and kept. And he shall also keep the minutes of the Company and of the board of Directors which shall be regularly and carefully entered in a book kept for that purpose. As far as practicable, there shall be two annual meetings of the board of Directors at which time the officers shall report to the Board in writing embodying in their reports their respective transactions with a statement of the business and affairs and condition of the Company so far as may come under the sphere or province of each officer respectively, which reports shall be filed and kept by the Secretary. No officer in any contract exceeding one thousand dollars without the concurrence of a member of the Board of Directors stock shall be transferable on the Books of the Company, and no transfer of stock shall be operative so as to give the transferee a vote or voice in affairs of the incorporation without the stock to be transferred shall first have been offered to the Company giving them the right to purchase at the price and on the terms at which the same may be offered for sale. The rules and regulations specified and set forth in this Intention shall be valid and remain in full force until changed or modified by corporations owning as much as two thirds of the stock of the incorporation. In testimony whereof the said parties respectively have hereunto set their hands and seals the day and year first above written.

V.H. Gardener

J. W. Lapsley

L. J. Hale

J. R. Remond

E. F. Watts











The State of Alabama }
Dallas County } Before the undersigned a Justice of the
peace in and for said County aforesaid personally came this
day Virgil H. Gardner, John W. Tapley, Samuel J. Hale
John R. Kenan and Edward S. Watts whose names are signed
to the above written and foregoing deed or instrument each
of whom are known to me personally and respectively
acknowledged that being informed of the contents of the
said deed or instrument each voluntarily executed
the same on the day and year (date) and for the purposes
herein stated and set forth. Given under my hand
officially in the County aforesaid this twenty first day
of April Eighteen hundred and fifty nine.

Jno M. Story J.P.

Filed for Record the 1st day of November 1859 and recorded
3rd day of same month.

John M. Cavanagh
Judge of Probate