This Indenture made this the 23d. day of March in the year of Our Lord one thousand Eight hundred and Sixty, by and between the Alabama and Tennessee River Rail Road Company of the One part, and the State of Alabama, acting through and by her Governor Andrew B. Moore and the other part. Witnesseth: That whereas the Legislature of said State, by an act, approved on the 18th day of February A.D. 1860, entitled "An Act to loan and appropriated, the three per Cent fund, and its interest" agreed to loan or advance to said Alabama and Tennessee River Rail Road Company Two hundred and Twenty five thousand dollars, of the three per Cent fund, as fixed and determined by said act, for the term of Five years, from date, with interest thereon, payable Semi-annually, at the rate of Six per Cent per annum, at the State Treasury: upon the Condition, that the said Alabama and Tennessee River Rail Road Company before receiving said loan of Two Hundred and Twenty thousand dollars should execute a Bond to the State of Alabama in double the amount of the sum to be received, Conditioned to pay to the State of Alabama, the said sum of Two hundred and twenty five thousand Dollars Five years after date, and to pay interest thereon Semi-annually at the rate of Six per Cent per annum from date. And said Act in addition to the Bond required of said Alabama and Tennessee

Was duly published, and filed in the office of the Secretary of State on the 27th day of Nov 1867
Attest: Thos. Peters Secretary of State
17th Act of Feb. and Act of the State of Ala. Vol. 1 of Ala.

River Rail Road Company, for the repayment of the principal sum loaned and interest thereon, semi-annually. also required said Rail Road Company, well and amply to secure said payments by mortgage or deed of trust. containing such conditions and provisions, as the Governor, in his discretion may deem proper, to prescribe, to render said mortgage or deed of trust, as effectual and convenient as security to the State, as practicable including, stipulations for the enforcement of the liens, by sale, of the premises, in case of default, in such manner, as the Governor may deem best. And whereas said Alabama and Tennessee River Rail Road Company, at a meeting of the Board of Directors held in the City of Selma on the 1st day of March AD 1860, by resolutions which are certified by its Secretary, A. M. Goodwin to which is affixed its Corporation Seal, filed in the Office of Comptroller of said State, and to which reference is hereby made accepted the loan of Two Hundred and Twenty five Thousand Dollars, under said Act and authorized and empowered its President to execute deeds of trust on the property of said Road, for the repayment of said loan and interest thereon. And whereas the said Alabama and Tennessee River Rail Road Company has recieved the sum of Two hundred and Twenty five Thousand Dollars, and has executed a Bond even date hereof to the satisfaction of the Governor for the payment of the sum loaned, at the expiration of Five years, after date, and the interest thereon, semi-annually, at the rate of Six per Cent per Annum. Now this Indenture Witnesseth That the said Alabama and and Tennessee River Rail Road Company, acting through its President, Thomas A. Walker and its Secretary A. M. Goodwin with the Corporate Seal attached, in Consideration of said sum of Two hundred and Twenty five Thousand dollars, to recieved as aforesaid, and for the better securing the performance of the conditions of said Bond, in paying the interest semi-annually, and the principal as therein stipulated, hath granted, bargained, sold enfeofed and conveyed, and by these presents do hereby grant bargain, sell, enfeoff and convey unto Andrew B. Moore Governor of the State of Alabama and his successors in office for the use of said State, all of the Alabama and Tennessee River Rail Road, without distinction of section, together with all and singular the appurtenances, and franchises, the grading and local work, the rolling stock of every discription including Locomotives all warehouses, workshops, and engine houses, together with all fixtures of whatever nature belonging to said Rail Road: Also Two hundred and Thirty

Thousand, Nine hundred and fifty six 70/100 acres of Land, lying South of base line, and east of the Huntsville principal meridian in district of Lands subject to Sale, in Centre Alabama. Also Thirteen Thousand, Three hundred and thirty one & 25/100 acres of Land, lying North of base line, and east of the St Stephens principal meridian, in the district of lands subject to Sale at Montgomery, Alabama: Also one Hundred & Six thousand, One hundred and Seventy one & 9/100 Acres of Land, lying North of Base line & East of the St Stephens principal meridian, in the district of Lands subject to Sale at Greenville Alabama: also Seventy Eight Thousand, eight hundred and eighty Seven and 44/100 acres of Land, lying north of base line, and east of the St Stephens principal meridian, in the district of lands subject to Sale at Tuscaloosa, Alabama, all of which, being the lands, selected by the Agent of the Governor of the State, of Alabama, from the lands of the United States, to aid in the Construction of the said Alabama and Tennessee Rivers Rail Road; and all of which said lands are fully and particularly described in the Certificate affirming said Selections of Joseph. S. Wilson acting Commissioner of the General Land Office, under date of the 21st of May 1856, the 21st of May 1859. And ~~the~~ the 21st of June 1859. approved by J Thompson Secretary, under date of the 24th of May 185-9. which said Certificates are now on file in the Office of Comptroller of public Accounts of said State, and for a more particular description by numbers, reference is hereby made to the same To Have and to Hold, the same to the said A.B. Moore Governor as aforesaid, and his Successors in Office, for the use of said State and the assigns thereof forever. Provided always, Nevertheless, That if the said Alabama and Tennessee River Rail Road Company, shall well and truly do, perform and fulfill, the Conditions of said Bond, given even date hereof & shall and truly pay the interest, Semi-annually, as therein specified, and shall well and truly pay the principal sum of Two hundred and Twenty five thousand dollars, at the end of five years from the date thereof then and thenceforth these Presents, and every matter and thing herein Contained shall cease and be utterly null and void else to remain in full force and effect. And it is expressly stipulated between the parties of the first and second parts, and made known by these presents, that in the event that the Alabama and Tennessee River Rail Road Company, shall make default in payment of the principal sum of Two Hundred and Twenty Five Thousand dollars or any part thereof, at the expiration of Five years from date hereof or shall fail punctually to pay each installment of the interest Semi-annually as the same becomes due, at the Treasury of the State, and failing or making default in either of these

Particulars or requirements of said Act of the Legislature then and in that event, the said A.B. Moore Governor ~~of the~~ as aforesaid, or his successors in office, for the use of said State, is hereby authorized and empowered, to seize upon and take into possession, all of the property both Real and personal above-mentioned and conveyed, and the same to sell, and dispose of, at public or private sale in the City of Montgomery, for cash or upon Credit as the said Governor may deem proper after giving sixty days notice in some newspaper published in the City of Montgomery of such intended sale; and good and perfect title to make to such mortgage property; and with the proceeds of said said sale, pay the interest that may have accrued, and the principal sum of Two Hundred and Twenty five Thousand dollars together with all the costs of said sale, and of all such costs, fees and charges, as may accrue from any suit either at law or in Chancery, as may be instituted to enforce the payment of the sums or any of them, herefor the Consideration herein stated; and the ballance if any, to pay to said Company. And it is further made known by these presents that if said Company, shall fail to pay the interest semi annually, as the same falls due, then said Governor shall have power to sell, so much only of said mortgaged property as will pay said interest due, upon giving the notice and complying with the preliminaries of said sale, above mentioned, which said sale shall be made at public outcry and for Cash. In Witness whereof the Alabama and Tennessee River Rail Road Company have hereunto affixed its Corporate seal, and the President Thomas. A Walker and Secretary A M Goodwin have hereunto attached this signature, this the 28th day of March 1860. The words "and completed" "and" on 3rd page of this mortgage erased before signature

Alabama & Tennessee River
Rail Road Company By
Thos. A Walker LS
President &c

A M Goodwin
Secretary

The State of Alabama }
Calhoun County } I Alexander Woods Judge of the Probate Court in and for Calhoun County in the State of Alabama, hereby Ctify that Thos. A Walker President of the Alabama & Tennessee ~~River~~ Rail Road 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 voluntarily on the day the same bears date. Given under my hand this 28th day of April AD 1860. A Woods
Judge of Probate

Filed for record 25th of May and recorded 29th day of same month.
1860 J. M. McClanahan Judge of Probate