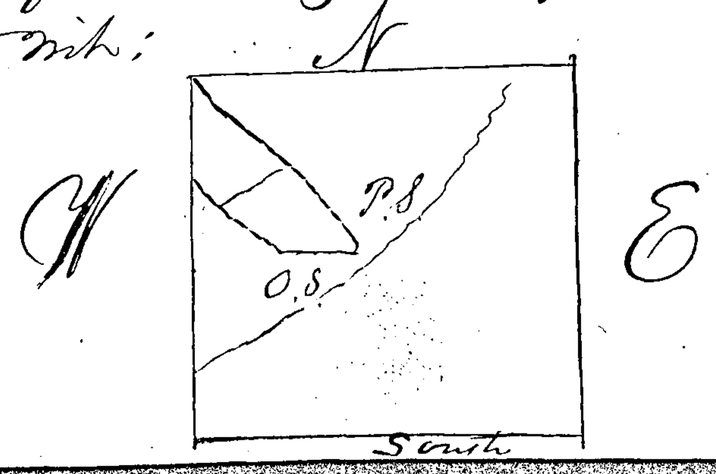
The State of Alabama }
Dallas County } This Indenture made this 31st of May AD 1859 by and between Eliza A Edwards Executrix of the last will and testament of Charles G. Edwards late of said County and State. decd. of the first part, and Joseph W Lapsley and Edward T Watts of the same State & County of the second part, witnesseth; That the said party of the first part, in Consideration of the sum of three hundred dollars evidenced by a promissory note of even date with these presents, for said Sum of three hundred dollars made by the parties of the second part and R N Philpot and others as sureties payable twelve months after date with interest from date in favor of the party of the first part has granted bargained and sold, and by these Presents does grant bargain and sell to the party of the second part their heirs and assigns forever the following discribed lot or parcel of land, situate in the County of Shelby, in said State near the "Shelby Springs" a public watering place so known & called that is to say so much of the north West quarter of section Seven in Township twenty two, and Range One West, as is contained and embraced in the following described boundaries, that is to say, Commencing at the North Western Corner of said Section and so commencing, running South along the Western boundary line of said Section One hundred yards, and as much further as will include Ben Summin or Ben Summins (a hill or eminence so called). thence Eastwardly to an oak stump; thence Northwardly to a pine stump; thence Westwardly to the place of beginning altogether forming a lot of land of the shape and description of the following diagram within a diagram of said Section; to wit:



said lot Containing Six Acres, be the same more or less. For further description of said lot and diagram, let reference be had to the deed of Conveyance for the same made by A W Spaight, Thomas M. Cowles & Elizabeth C Cowles to Charles G Edwards, bearing date April 4th 1853 and recorded in the Office of the Judge of Probate of said County of Shelby in deed book, pages 322, & 323 as appears by the Certificate of said Judge of Probate, Endorsed on said last mentioned deed. In Consideration as aforesaid the said party of the first part, hereby Covenants with the party of the second part their heirs and assigns that the said party of the second part, their heirs and assigns, as appurtenant to said lot of land, shall have privilege & right, by selves family and servants without Cost or Charge of using the waters of the various Springs, in the Vicinity of said lot, known as the Shelby Springs, and to Convenient ingress and egress for that purpose, and also of using & Cutting for use, sufficient of the trees growing upon any of the lands on the tract of land known as the Shelby Spring tract, heretofore, to wit, on the 4th day of April 1853, belonging to Thomas M. Cowles and Ashley W Spaight, for fuel, and Construction of fences, and buildings on said lot, and repairing and reconstructing them from time to time, as maybe needful, and also outlet to streets and roads; being the rights and privileges to the use of water and timbers ingress & egress & outlet which were Conveyed and granted to the said Charles G. Edwards in his lifetime and to his heirs and assigns, in and by said deed of the said Spaight and Thomas M Cowles and Elizabeth C Cowles, hereinbefore referred to, and the party of the first part, hereby bargains, sells and Conveys to the party of the second part all matters and things necessary & proper to the full enjoyment of the rights and privileges aforesaide as granted by the deed aforesaid to the said Charles G Edwards in his lifetime his heirs and assigns, provided, that the said party of the second part, their heirs & assigns shall not use or keep the said lot of land or any part thereof, for a Hotel or boarding House, or other entertainment of a public nature, or livery Staple; nor shall the same or any part be be sold, for a Hotel or boarding house or other House of a public entertainment or livery Staple; nor shall the same or any part be sold or used for retailing liquors, and the privilege of using wood and timber shall be Confined to such parts of said tract of land as shall not interfere with shade or other Ornamental trees immediately about said Springs or within any of the enclosures thereof

which erected at the time of the making of said deed by the said Speight and Thomas. M Cowles & Elizabeth C. Cowles to the said Charles G. Edwards on the 4th day of April 1853. To have and to hold the said lot of land, with the appurtenances and privileges aforesaid to the said party of the second part their heirs and assigns forever. The party of the first part covenants with the party of the second part their heirs and assigns, that she has the right to grant, bargain, sell & convey the said land, privileges rights and appurtenances aforesaid as is done in and by this indenture; And that she will forever warrant and defend the same, unto the party of the second part their heirs and assigns against all persons whomsoever. In testimony whereof the party of the first part has hereunto set her hand and seal the day and date first above written.

Executed in the presence of W. H. Fellows, S. J. Phillips — E. A. Edwards (Seal)

Filed 9th July 1860 — Recorded 12" " 1860 — J. M. McCauchan