The State of Alabama } This Indenture made and
Dallas County } executed this 7th day of May A.D.
1868 between William L. Sanders and Ann E. Sanders
his wife parties of the first part William H. Byrd
party of the second part all of said State and
County and the Confederate States of America parties
of the third part Witnesseth that whereas the party
of the first part are partners in the Livery business
and are owners of the Lands and other property
hereinafter described in the following proportions the
said William L. Saunders to wit in four fifths
thereof and the said Ann E. Sanders to wit in one
fifth thereof and the loans in the Conveyance as
will to apart to the Conveyance by said William L.
Sanders as also to relinquish any and all right of
Dower and to bind and convey her and them in

the property hereby conveyed and whereas the said William L Saunders has executed a Contract bearing date the 28th of March A D 1863 whereby he bound himself among other things to furnish certain quantities and qualities of Pig Iron as shown stated to the parties of the third part upon certain terms and stipulations contained and among others that the parties of the third part are to advance the sum of fifty thousand dollars to said William L. Saunders at the times and for the purposes therein stated and whereas the parties of the third part may advance other sums of money to said William L Saunders in order to enable him to fulfil and comply with said Contract and whereas said parties of the first part have agreed to execute this Indenture as a consideration in part of such advance and are anxious to secure and save harmless the parties of the third part against any loss on account of said advances and to secure the faith=ful payment of the same with the interest which may accrue thereon as additional security to that provided in said Contract Now therefore in consideration of the premises and for the further consideration of the sum of one hundred dollars by the party of the second part to the parties of the first part in hand paid the receipt whereof is hereby acknowledged the parties of the first part have granted bargained and sold and by these presents do grant bargain and sell and convey unto the party of the second part his heirs assigns and personal repre=sentatives the following described lands and property situate and being in the Counties of Tuscaloosa Shelby Jefferson and Bibb in said State of Alabama to wit

Abstract

No 1. The whole of Section eight (8) in Township twenty one (21)

No 2 Also the east half of the south east quarter of Section twenty two (22) and the North west quarter of the North west quarter and the east half of the North west quarter and the North east quarter and the South half of Section twenty six (26) in Township Twenty (20)

No 3 Also the South east quarter of North west quarter and the West half of the North east quarter and the North West quarter of the South West quarter and the North West quarter of Section thirty four (34) in Township Twenty (20)

No 4 Also the West half of the North east quarter and the South east quarter of North east quarter and the North east quarter of North west quarter and the West half of the North west quarter of Section Ten (10)

in Township twenty one (21)

No 5 Also the South east quarter of North east quarter and the South half of the South east quarter and the North West quarter of the South West quarter of Section four (4) in Township twenty one (21)

No 6 Also the South east quarter of South West quarter of Section two (2) in Township twenty one (21)

No 7 Also the North half of the South east quarter of Section four (4) in Township Twenty one (21)

No 8 Also the North east quarter of the South east quarter of section four (4) Township Twenty one (21)

No 9 Also the South West quarter of the North east quarter and the North West quarter of the South east quarter of section third (3) in Township twenty one (21)

No 10 Also the South east quarter of the South West quarter of section twenty Seven (27) in Township twenty (20) and the North West quarter of the North east quarter and the South half of the North West quarter of section Four (4) Township Twenty one (21)

No 11 Also the North West quarter of the North West quarter of section eleven (11). and the North east quarter of the North east quarter of section ten (10) in Township twenty one (21 and the West half of the South West quarter and the North east quarter of the South West quarter of section two (2) in Township twenty one (21)

No 12 Also the North east quarter of the South West quarter of section thirty four (34) of Township twenty (20)

No 13 Also the South West quarter of the North east quarter of section twenty Seven (27) in Township twenty (20)

No 14 Also the North east quarter of the North West quarter of section four (4) Township twenty one (21)

No 15 Also the South West quarter of the North West quarter of section twenty six (26) and the South east quarter of the North east quarter of section twenty Seven (27) in Township (20)

No 16 Also the South West quarter of the South West quarter of section twenty Seven (27) in Township (20)

No 17 Also the South West quarter and the West half of the North east quarter of section thirty third (33) in Township (20)

No 18 Also all the Town in with the right of way and other Conveniences thereunto belonging in of and to said South West quarter of section twenty nine in Township twenty (20)

No 19 Also the West half of the South east quarter of

Section thirty three in Township twenty (20)

No 20. Also the half being sixty acres off of the east front of the North west quarter of the South west quarter of the South east quarter of the North west quarter of section twenty seven (27) and the South east quarter of the South east quarter of section twenty eight (28) in Township twenty (20) the top of the of the mountain running through said three parcels of land being the line

No 21 Also the South West quarter of the South West quarter of section twelve (12) in township twenty one (21)

No 22 Also the West half of the South east quarter and the South west quarter of the South east quarter of section eleven (11) and the North West quarter of the South West quarter the east half of the South west quarter and the West half of the South east quarter of section twelve (12) in Township twenty one (21) all of said several parcels of land lying in Range five (5) West in the District of lands subject to Sale at Tuscaloosa Alabama containing four thousand and twenty eight 4028 acres more or less with all the fixtures on said lands as well as all fixtures machinery and improvements hereafter to be made or placed on said lands to enable the said parties of the first part to carry on their business aforesaid and said William L Sanders to fulfil his contract with the parties of the third part above recited to be have and to hold the above described and conveyed lands and premises with the appurtenances thereunto belonging unto the party of the second part his heirs assigns and forever respective forever And the parties of the first part covenant to and with the parties of the second and third parties that they the parties of the first part have a good and lawful right to sell and convey said several parcels of land that they are seized as in fee of the same that the same are free from all incumbrances and that they will warrant and forever defend the title to said lands and conveyed property against the claim or claims in law or equity of all persons whatsoever and the state of Alabama Whereas the Indentures and these presents are upon the following trust and conditions that is to say if the parties of the first part or either of them shall pay or cause to be paid any and all sums of money which the parties of the third part may advance to said William L Saunders under the contract aforesaid as to enable

him to fulfil and comply with the said contract over and above said fifty thousand dollars on or before the 1st of January A.D. 1867 with all interest accruing thereon then.

This indenture and trust property are to become null and void. But should the parties of the first part fail to pay said sums of money and interest accruing thereon so to be advanced by the parties of the third part to said William L. Sanders by the 1st day of January 1867 or of before that time the said William L. Sanders shall fail to comply with said contract or shall commit a breach thereof then after three months notice of such fail=ure or breach to them and the party of the second part given by the parties of the third part in writing or as soon after the expiration of said three months or said 1st day of January 1867 as the parties of the third part may deem proper they the parties of the third part may require the party of the second part by notice in writing stating the amount due from said William L. Sanders on account of money to be advanced as aforesaid to proceed to advertise and sell said lands and property conveyed or so much thereof as may be necessary to pay what may be due from said William L. Sanders to the parties of the third part and the party of the second part shall thereupon immediately proceed to advertise in some newspaper published the City of Selma Ala and in such other newspapers as he may deem proper the time and place when and at which he will offer for sale said lands and property hereby conveyed giving at least sixty days notice of the time and place of sale and not more than ninety days and shall at said place and time offer said lands and property hereby conveyed to the highest bidder for cash or so much thereof as may be necessary to pay first the expenses of the trust and third the sum or sums of money which may then be due from said William L. Sanders to the parties of the third part as aforesaid and the parties of the third part shall have the right to bid and become a purchaser at such sale without being responsible to the parties of the first part as trustee for them

or either of these tenants and any Conveyance by the party of the second part to a purchaser or purchasers at such sale shall convey all the interest and title of both the parties of the first part In testimony whereof the parties of the first part have hereunto set their hands & seals the day & year first above written

Wm L Sanders (Seal)
Ann E. Sanders (Seal)

Signed sealed & delivered in presence of
Albert Pierson
S P Stoddard

The State of Alabama } Before me John M Storey Justice
Dallas County } of the Peace for said County Came William L Sanders and his wife Ann E Sanders both of whom are personally known to me and whose names are signed to the forgoing deed and acknowledged that being informed of the contents they executed the same voluntarily on the day of its date Given under my hand this 4th day of May A D 1868 Jno M Storey J.P.

Filed for record the 8th day of July 1868 and recorded the same day in deed book "N" on pages 914 to 919.

N. B. Morrell Judge of Probate