This indenture made and entered into by and between "The Montevallo Coal Mining Company" of the first part and "The Alabama Coal Mining Company" of the Second part Corporations existing under and by authority of the laws of the State of Alabama Witnesseth — That the party of the first part for and in Consideration of being indebted to the party of the Second part in the Sum of Two Hundred and Fifty thousand dollars by five promissory Notes as follows Viz:- And for Seventy three thousand and thirty three dollars due as by per the

the twenty first day of May A D 1864 signed by the party of the first part and by J R Riman Thos White Jas H Smith Joel Riggs W W Walker and Lewis E Parsons dated May 21st 1863 and due an as before the twenty first day of May 1864 — One for ten thousand dollars due an as before the 21st day of May 1864 signed by the same parties last above named dated May 21st 1863 — one for forty one thousand six hundred and sixty seven dollars due an as before the first day of May 1865 signed by the same parties and dated May 21st 1863 one for Eighty three thousand three hundred and thirty three dollars dated May 21st 1863 due an as before the 21st day of May 1864 signed by the party of the first part only — One for Forty one thousand six hundred and sixty seven dollars dated May 21st 1863 due an as before the twenty first day of May 1865 and signed by the party of the first part only — all of said notes being made payable to the party of the second part and amounting in the aggregate to the said sum of Two hundred and fifty thousand dollars — to secure the payment of said notes and by this instrument do grant bargain sell and Mortgage unto the party of the second part the following described lands situated in Shelby County Alabama viz S½ of SE¼ Sec 1 T 24 R 11 East NW¼ of SE¼ Sec 1 T 24 R 11 East SW¼ of SE¼ Sec 1 T 24 R 11 East SE¼ of NE¼ Sec 1 T 24 R 11 East NE¼ of SE¼ Sec 1 T 24 R 11 East SW¼ Sec 1 T 24 R 11 East S½ of NE¼ Sec 1 T 24 R 11 East N½ SW¼ Sec 1 T 24 R 11 East NW¼ of SE¼ Sec 12 T 24 R 11 East SE¼ Sec 2 T 24 R 11 East S½ of NE¼ Sec 2 T 24 R 11 East SW¼ of NE¼ Sec 17 T 21 R 3 West SE¼ of NW¼ Sec 29 T 21 R 3 West NW¼ of SW¼ Sec 29 T 21 R 3 West SW¼ of SW¼ Sec 29 T 21 R 3 West NW¼ of NE¼ Sec 30 T 21 R 3 West NE¼ of the NE¼ Sec 30 T 21 R 3 West N½ SE¼ Sec 19 T 21 R 3 West SE¼ of NW¼ Sec 19 T 21 R 3 West SW¼ of SE¼ Sec 19 T 21 R 3 West NE¼ of SW¼ Sec 29 T 21 R 3 West SW¼ of NW¼ Sec 29 T 21 R 3 W SE¼ of NE¼ Sec 30 T 21 R 3 West NE¼ of SE¼ Sec 30 T 21 R 3 West SW¼ of NE¼ Sec 23 T 21 R 3 West NW¼ of SE¼ Sec 23 T 21 R 3 West SE of NW¼ Sec 17 T 21 R 3 West SW¼ of NE¼ Sec 35 T 19 R 3 West NW¼ of NE¼ Sec 17 T 21 R 3 West SW¼ of NW¼ Sec 2 T 20 R 3 West NW¼ Sec 18 T 23 R 3 West W½ of SW¼ Sec 18 T 23 R 3 West W½ of NE¼ Sec 18 T 23 R 3 West SW¼ of SE¼

Sec 7 T22 R3 West SE¼ of SW¼ Sec 7 T22 R3 W SE of NW¼ Sec 19 T22
R3 West NW¼ of NW¼ Sec 19 T22 R3 West SE¼ of NE¼ Sec 23 T22
R4 West NW¼ of NW¼ Sec 23 T22 R4 West NE¼ NE¼ Sec 03 T22
R4 West SW¼ of SE¼ Sec 14 T22 R4 West SE¼ of SW¼ Sec 14 T22
R4 West SE¼ of SE¼ Sec 14 T22 R4 West NE¼ of SW¼ Sec 14 T22
R4 West NW¼ of SE¼ Sec 14 T22 R4 West S½ NW¼ Sec 12 T22 R
4 West SW¼ of NE¼ Sec 12 T22 R4 West N W¼ of SE¼ Sec 12 T22 R4
West SW¼ Sec 12 T22 R4 West W½ SW¼ Sec 24 T22 R4 West
E½ of SW¼ Sec 24 T22 R4 West NW¼ of SE¼ Sec 24 T22 R4 West
SW¼ of NW¼ Sec 24 T22 R4 West NW¼ of NW¼ Sec 24 T22 R4
West NE¼ of NE¼ Sec 24 T22 R4 West W½ of SW¼ Sec 24 T22 R4
West NW¼ of the NW¼ Sec 23 T22 R4 West SE¼ of NW¼ Sec 23 T.
22 R4 West SW¼ of NE¼ Sec 23 T22 R4 West NE¼ of SW¼ Sec 23
T22 R4 West NW¼ of SE¼ Sec 23 T22 R4 West SW¼ of SE¼ Sec
13 T22 R4 West E½ of NW¼ Sec 23 T22 R4 West E½ of NE¼
Sec 13 T22 R4 West SW¼ of NE¼ Sec 13 T22 R4 West SE¼ Sec
13 T22 R4 West NE¼ of NW¼ Sec 23 T22 R4 West NW¼ of NE¼
Sec 23 T22 R4 West W½ of SW¼ Sec 6 T24 R 12 East W½ of NW¼
Sec 6 T24 R12 East NW¼ of SE¼ Sec 12 T24 R 10 East NW¼ of NE¼
Sec 7 T21 R3 West SW¼ of SW¼ Sec 7 T21 R 3 West NW¼ of NW¼
Sec 18 T21 R 3 West NW¼ of NW¼ Sec 20 T21 R3 West SW¼ of NE¼
Sec 29 T21 R 3 West NW¼ of SE¼ Sec 29 T21 R 3 West W½ of SE¼
Sec 19 T21 R 3 West SW¼ of SW¼ Sec 1 T24 R 11 East SE¼ of
SW¼ Sec 1 T24 R 11 East NE¼ of SE¼ Sec 14 T22 R 4 West SE¼ of
NE¼ Sec 14 T22 R 4 West W½ of SW¼ Sec 23 T22 R 4 West
S½ of NE¼ Sec 23 T22 R4 West N½ of SE¼ Sec 23 T22 R 4 West
NE¼ of SW¼ Sec 23 T22 R 4 West S½ of SW¼ Sec 7 T22 R
3 West NW¼ Sec 13 T22 R 4 West N½ of SW¼ Sec 13 T22 R
4 West SW¼ of SW¼ Sec 13 T22 R4 West SE¼ of SW¼ Sec 24
T22 R 4 West. Also the undivided one half interest in and
to that lot or parcel of land situate in the City of Selma
in in the County of Dallas State of Alabama described +
as follows viz - part of large or out lot numbered twenty
eight (28) so numbered in the map of the original plan
of the Town of Selma excepted by deed sold to the Alabama
& Mississippi Rail Road Company originally about twenty
acres being the same conveyed by John W Lapsley to said
Alabama Coal Mining Company & reserving to said Lapsley
one and a half acres by his said deed the same being
a part of the Real estate heretofore conveyed by the party
of the second part to the party of the first part. Also the
remainder of the unexpired term for which the lots in
the City of Selma are leased by the party of the second
part from the Corporation of the City of Selma on
which the office of said Alabama Coal Mining Company

is situated together with all the buildings on said lots rights and privileges connected with said lots = the stationary scales for weighing coal &c. Coal platform rail road track Tower safe &c. Said leased property together with the aforesaid buildings and other property = erty thereon are hereby conveyed to the party of the second part to the same extent and as fully as the same are owned and enjoyed by the party of the first part. Also the following slaves viz. Ben John Dave Bill Philip Peter & Elliott. Also two head of mules now at the mines formerly the property of the Alabama Coal mining Company. Also one locomotive engine with all the fixtures belonging thereto and one stationary engine with all the fixtures &c. belonging of said engines now at said mines. Also the rail road constructed by the party of the second part leading from the mines to the Alabama and Tennessee River railroad together with all the tram roads connected therewith and all rights and privileges connected and appertaining to each and all of said roads as fully as the same are vested in and enjoyed by said party of the first part. Also any and all other property which the party of the first part has a legal or equitable title under and by virtue of a conveyance from the party of the second part to the party of the first part bearing even date with this instrument whether the same is real or personal is hereby granted bargained sold and conveyed by the party of the first part to the party of the second part as fully and effectually to all intents and purposes as though the same were herein particularly mentioned and described it being the intention hereby to grant bargain sell and convey. And the party of the first part doth bargain sell and convey to the party of the second part all the property and rights of property of every character and description which has been conveyed by the party of the second part to the party of the first part by deed bearing even date herewith. Provided always and these presents are upon the express condition that if the said party of the first part shall well and truly pay or cause to be paid unto the said party of the second part their agents attorneys or assigns the said sum of Ten hundred and

and fifty thousand dollars as secured and evidenced by said several promissory notes herein before described according to the tenor and effect of said several promissory notes that then and from thence forth this indenture shall cease and be void but in case default shall be made in the payment of all or either of the said promissory notes all of which bear interest from date) according to the tenor and effect thereof separately at the time or times when said promissory notes severally become due and payable as aforesaid that in each and every such case the said party of the second part may and it shall and may be lawful at any time after any and every such default for the said party of the second part by any agent or attorney by the party of the second part thereunto lawfully authorized to take possession of the said property or rights of property herein and hereby conveyed and to sell and dispose of the same or any part or parts thereof at public out cry to the highest and best bidder and on every such sale to make sign seal and deliver any deed or deeds of conveyance in law for the said property or any part or parts thereof that may be thus sold to the purchaser or purchasers his her or their heirs or assigns forever. and out of the moneys arising out of such sale or sales to pay all costs charges and expenses that may accrue on account of such sale or sales and the said several promissory notes herein described that may then be due paying the over plus of money if any after each and all of said promissory notes shall have been fully paid and satisfied to the party of the first part it being the intention hereby to invest the party of the second part with power and authority to take possession of and sell the said property hereby conveyed as a sufficient fund to pay each of the said promissory notes as they may severally become due and payable if default be made in the payment of the same according to the tenor and effect thereof by the party of the first part. But no sale shall be made of said property or of any part or parts thereof under and by virtue of the power and authority herein given until thirty days notice of the time and place of every such sale be first given by publication in at least three newspapers published in the State of Alabama if there be as many as three newspapers there published in said State

and if there be not then the time place and terms of every such sale shall be advertised for sixty days previous thereto by posting up advertisements in the Cities of the State or such other public places in or out of the State as may be deemed best to give wide publicity to every such sale. In testimony whereof the Trustee of the first part has hereunto subscribed its name by its President and affixed its written seal (having no Corporate Seal) on this 21st day of May 1863.

Seal

Meadowville Coal Mining Company.
By W. W. Walker President

The State of Alabama
Montgomery County

I David Campbell Judge of Probate in and for said County and State aforesaid hereby certify that W. W. Walker President of the Meadowville Coal Mining Company, 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 29th day of May 1863

David Campbell
Judge of Probate