The State of Alabama } This Indenture made and Executed
Dallas County } this the First day of July A D 1863 Between
and between Wm T Burrows of the County of Shelby State
aforesaid party of the first part & George O Butler and
L D Spear of Selma Dallas County Alabama

parties of the Second part Witnesseth that the party of
the first part for & in Consideration of the Sum of Five
Hundred and Thirty Seven Thousand _____
dollars to him in hand paid by the parties of the
Second part at & before the Sealing Sealing & delivery
of these presents the receipt of which is hereby acknowledged
has bargained granted sold & conveyed and by these
presents does bargain grant sell & convey unto the parties
of the Second part their heirs and assigns forever
the following described lands or parcels of land lying
and being in the County of Shelby State aforesaid to wit
The North West quarter of the South West quarter & the South
West quarter of the North West quarter of Section Number
Township twenty two Range three West and also the
North East quarter of the South East quarter & the
East quarter of the North East quarter an

half of the North East quarter of Section Twenty four
and the West half of fractional Section twenty five
The East half of fractional Section twenty Six and the
East half of the South East quarter of Section twenty Three
in Township twenty two Range four West Containing Three
Hundred & eighty Six 386 100 acres more or less. Also an
undivided half interest in & to the following described
lands lying & being in said County of Shelby to wit
The North East quarter and the South East quarter & the
East half of the South West quarter and the East half
of the North West quarter of Section Six and the North
West quarter & the South West quarter of the North East
quarter of Section Seven and the West half of the North
West quarter and the West half of the South West
quarter of Section five in Township Twenty four Range
twelve East & the South half of the North East quarter
of Section Twelve in Township twenty four Range Eleven
East & the South half of the South West quarter of Section
Nineteen and also the fractional Section Thirty in Town
-ship Twenty two Range three West also the South
half of the South East quarter of Section twenty four
and also the East half of fractional Section twenty
five Township twenty two Range four West Contain
-ing in all Eleven Hundred & Thirty Seven 72/100 acres
more or less. Also all the right title & interest that I have
or owe in & to the North East quarter of South West
quarter of Section Nineteen township Twenty two Range
three West Containing Thirty Nine 39/100 acres which is now
in dispute and which an that account is excepted from
the warranties of this deed as are found below.
Together with all and singular the lands tenements
hereditaments rights privileges and appurtenances unto
the above mentioned and described premises be
longing or in any wise appertaining particularly
the Coal Coal Mines & the Machinery implements & tools
of every sort belonging to or used about the same
It is understood however that the Alabama Coal
Mining Company having a Rail road running from
the Alabama & Tennessee River Rail Road track to their
Coal lands and over the lands described above
to which an undivided half interest is conveyed
in this deed and it is understood and agreed
between these parties and hereby declared to be
the intention not to affect alter vary or in any
way interfere with the Equity rights spread
over the

Company as thus appears to said rail Road or the land, to the Right of way of the same & for depot plat=forms buildings &c hereto fore Condemned to the use of the Concedid to said Company as more fully appe=ring a deed of agreement made and entered into between said Ala Coal Mining Company & the party of the first part on the 19th day of February 1856 by which the right of way to said rail Road was granted & Concedid to said Company over the lands described above with certain limitations & restrictions & by which the use & enjoyment of said rail road was forever dis=ned to the party of the first part & his assigns for the purpose of transporting Coal & other freights &c and which said articles of agreement are herein referred to & insisted of Copying into this Conveyance as they may be found recorded in the office of the Probate Court of Shelby County on the 29th day of April A D 1857 in Book of Deeds "S" pages 803. 804. & 805 and which are made part of this deed as though incorporated herein for the purpose of explaining the relation between & the rights of said Alabama Coal Mining Company & said party of the first part in relation to said rail Road & being the intention of the party of the first part to convey by this deed all his rights in and to said rail Road of every sort and as are set out & recorded in said articles of agreement unto the parties of the second part their heirs & assigns forever without hindrance as aforesaid to the rights & privileges of the said Ala Coal Mining Company in the said rail road so secured to them. To have & to hold the above granted and described premises with the rights limitations hereditaments and appurtenances thereunto in any wise belonging unto the parties of the second part their heirs and assigns forever. And the said party of the first part for himself & his heirs hereby Co=venants with the parties of the second part their heirs & assigns that he will forever warrant and defend unto them the right title & possession of the above dis=cribed & granted premises with the limitations and appurtenances against the Claims of any & all persons whatsoever excepting the Mortgage mentioned above. It is further understood between the parties that that there exists at this date upon the lands above conveyed in favor of A Saltmarsh's estate a Mortgage which was executed by the party of the first part to said A Saltmarsh on the first

day of March 1860. for the sum of Seven Thousand dollars with five Coupon Notes for twelve Hundred & eighty dollars each the Notes all signed also by D M Prentice & French Nabors and on which Mortgage at the date there is due & owing the sum of Seventeen thousand eight hundred & six dollars This Mortgage debt the parties of the second part assume to pay and hereby retained that amount out of the purchase money for said lands giving to the party of the first part they Covenant & agree with the party of the first part that they will pay & discharge the same and forever hold him and his heirs secure and harmless against the Claim demand & suits of the executors & heirs of said A Saltmarsh for an account of said Mortgage indebtedness and the the acceptance of this deed by the parties of the second part is an execution of this Conveyance with the party of the first part In witness whereof the party of the first part hereto sets his hand & seal the day & date above written Wm. P. Bowen (Seal)

The State of Alabama } I Geo C Johnson an acting Justice
Shelby County } of the peace in and for said County & State hereby certify that Wm P Bowen whose name is signed to the foregoing Conveyance 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 the 16th day of July 1863 - Geo. C. Johnson J. P.

This certifies that the parties of the second part have paid and discharged the Mortgage debt to A Saltmarsh's estate referred to at the close of the written deed amounting to Seventeen Thousand eight hundred & six dollars and I hereby release them forever the Covenants aforesaid in relation to said Mortgage Witness my hand & seal this 18th day of July 1863 Wm P Bowen (Seal)

Filed for record in my office the 28th day of July 1863 and recorded the same day in Deed Book, N N. B. Milner
Judge of Probate