The State of Alabama } This indenture made
Dallas County } and entered into on this
the 18th day of May 1866 between Richard A Edwards
of the first part and Gaston M McCommon trustee
of the second part Witnesseth That whereas the said
R A Edwards is indebted to Thomas Lawrence in
the sum of Eight Thousand Seven Hundred and
fifty 40/100 Dollars with interest from the 14th of February
1866 as evidenced by an obligation of Mark Edwards & Co to said Lawrence the money desired
from the sale of the Cotton thereon mentioned having
gone to the use of said R A Edwards individually
and whereas the Richard A Edwards is a member
of the Mercantile Copartnership in Selma Alabama
known as the firm of Mark Edwards & Co and
whereas the said R A Edwards in opening and
working Coal Mines in Shelby County Alabama has
become indebted to the firm of Mark Edwards
& Co in a sum of money amounting to over Seven
thousand Dollars and whereas said firm has
made an assignment of even date herewith to said
G M McCommon for the payment of their debts and
the said R A Edwards being desirous to pay the
debt of said Coal Mine to said firm of Mark
Edwards & Co and also to provide out of his under
=ivided estate for the security and payment of
said debts of Mark Edwards & Co for Consideration
of the premises and for further Consideration
of the sum of Five dollars to him in hand paid
by the said trustee of the second part the said
trustee of the first part doth by these presents
grant bargain and sell alien enfeoff and

21-20-3W

convey unto the said party of the second part the following described real and personal property situate in Shelby County Alabama viz The North West quarter of the North East quarter of Section Twenty one and the South East quarter of the North West quarter of Section Twenty and all in Township Twenty of Range three West containing Eighty acres more or less and also all mines and minerals Coals and Coal beds and all mining privileges and all rights of way easements and appurtenances on said lands or belonging in anywise thereto or to the party of the first part in connection therewith or which have been heretofore used for the more convenient working of said Coal mines and all benefits and advantages of buildings tramroads cars or other transportation or means of transportation heretofore belonging to said mines or used by permission in connection therewith the right thereof still remains in the party of the first part and all machinery steam Engines mining tools cars or ways tools for blacksmithing and for carpenter work horses Cattle hogs corn forage and provisions now or belonging to said mining premises, and heretofore used in working said mines and not connected in the use and all Coals and products of said mines on or near the premises not sold to other parties to have and to hold the said conveyed property real and personal to the said party of the second part in fee simple, upon the trusts, and for the purposes hereinafter mentioned

First that said party of the second part may proceed to sell any loose or perishable property on said premises for cash at public or private sale that he may sell any Coal already mined upon the premises and may cause the same to be transported to Selma Alabama for sale and sell the same there

Second or that he may sell all or any part of the property hereby conveyed together with the Coal mines without separating the same That any sale said property or said together with the mines, and any sale of the mines may be made for one half cash and one half on a credit of twelve months without interest or one sixth cash, and one sixth payable at the end of each two months without interest. Not any such sale may be made prior to the 1st of July 1887. and if no such sale is made or if any part of the property hereinbefore remains to be sold on said day then the same shall be sold to the highest and best bidder either for cash or on the terms herein above mentioned The purchaser gives a lien by mortgage or other sufficient security for the payment of the purchase money

Third for further to facilitate such sales the party of the second part may advertise the property in New York or other large Commercial Cities in the United States

and may employ agents or lawyers on reasonable terms to assist him and such expenditures and all other reasonable and just expenditures made in the premises shall be paid out of the proceeds of the sales, In order to preserve the property of the Second Part may employ such agents to serve at the times as may be necessary and he may employ such agents and laborers as may be necessary to have the Coal already mined transported to market or sold

Fourth If no sale of the Coal mined is made by the first day of August 1866 the party of the Second Part may lease the same to responsible party or parties named the 1st day of July 1867 at such rent as he may be able to get payable in money or in Coal delivered at Selma at a price that may be fixed by agreement and take security for the performance of the Contract

Fifth In all sales and collections made under the provisions of this deed the party of the Second Part may receive the issues of the Solvent National Bank of the United States and shall only be held accountable for such funds

Sixth. The moneys arising from the property conveyed in this deed whether derived from sales or leases thereof shall be paid out as follows

1st To the satisfaction of any demands for Coal due and said property and to the payment of the debts due to Thomas Lawrence as above mentioned

2d To the payment of any just demands in favor of laborers miners or agents who have heretofore worked on said property in the employment of the party of the first part

3rd To the expenses of this trust including a just allowance to the party of the Second Part for his labor skill and responsibility in the premises and including a proper attorneys fee for the preparation of this deed and for Counsel in reference thereto, and to include the proper fees for Counsel for other Conveyances that may be required under the provisions of this deed and for Counsel and advice in the execution of this trust, and all other necessary expenditures in the execution of this trust, and in taking Care of, transporting and selling the property thereby Conveyed

4th The residue of the net balance derived under this deed shall be applied to the payment of debts due to the Conductors of Mount Edwards &c and the Commission

~~and~~ in the manner and to the purposes as provided in the said deed of assignment this day and before this time made by Munk Edwards & Co and signed by such members of said firm to the said G. M. McCleaner as assignee and any receipts given by the Creditors of Munk Edwards & Co to the party of the second part for moneys derived under this deed and applied as provided in said assignment shall be pro tanto a Credit upon and satisfaction of this Conveyance and all moneys so paid to said Creditors on the Credited to the party of the first part on his account with Munk Edwards & Co. And the party of the first part in order to fix the revenue duty to be paid on this deed estimates the value of the property herein conveyed at thirty thousand dollars but the party of the second part is not bound by said estimated value but in selling said property is authorized to sell the best price he can procure for the same in the exercise of reasonable diligence. In Witness whereof the parties of the first and second part have hereunto set their hands and seals

And the party of the second part accepts the trust herein declared and covenants that he will faithfully discharge the duties thereof. In testimony whereof the said parties of the first and second part have hereunto set their hands and affixed their seals on the day and year above written

R. A. Edwards (Seal)
G. M. McCleaner (Seal)

The State of Alabama } I John M Storey an acting Justice
Dallas County } of the Peace for said County do
Certify that Richard A Edwards and Gardner M McCleaner whose names are signed to the foregoing Conveyance and who are known to me acknowledged before me on this day that being informed of the contents of said Conveyance they executed the same voluntarily on the day the same bears date

Given under my hand at Selma Alabama on this the 18th day of May 1854. Jno. M. Storey J. P.

Filed for record the 30th day of May 1854 and recorded the 3d day of June 1865 in Deed Book 7 Pg 77 and I certify that said deed has upon it thirty dollars worth of revenue stamps N. B. Murphy Judge of Probate