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The State of Alabama
Jackson County } This indenture made and entered
into this the thirteenth day of April in the year one thousand
eight hundred and sixty seven by and between the Central
Mining and Manufacturing Company of Alabama a party of
the first part - and the Alabama Coal Mining Company
party of the second part Witnesseth, that the said party
of the first part for and in consideration of the in-
debtedness hereinafter mentioned and specified hath granted
bargained and sold and by these presents doth hereby grant
bargain sell ~~Convey~~ and confirm unto the said party of
the second part - all those certain tracts or parcels of
land lying being and situate in the County of Shelby
in the State of Alabama Known and described as
the South West quarter of the North East quarter the
South half of the North West quarter the West half
of the South East quarter and the South West quarter
12 of section twelve (12) the West half of section thirteen
13 (13) the South East quarter of the North East quarter
the South East quarter and the East half of
the South West quarter of section fourteen
14 (14) the East half of the North East quarter of
23 section twenty three (23) the North East quarter
of the North West quarter the South West quarter
of the North West quarter the South East quarter
of the South West quarter and the West
half of the South West quarter

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of Section twenty four (24) all in Township twenty
two (22) of Range four (4) west to have and to
hold the above described lands together all Machinery
now erected thereon or hereafter to be erected and
all the rights members privileges and appurtenances
to the same belonging or appertaining unto the
said party of the second part its successors and
assigns for ever. But this Conveyance is con-
ditional and upon this express understanding that
whereas the said party of the first part is in-
debted to the said party of the Second part in
the sum of fifty five thousand dollars evidenced
by seven promissory notes bearing even date with these pres-
ents for the several amounts and payable at the
several dates here in after specified to wit: One note
for five thousand Dollars due and payable on
the 13th thirteenth day of April one thousand Eight hundred
and sixty Eight. One note for six thousand Dollars
due and payable on the thirteenth day of April the
year one thousand Eight hundred and sixty nine
One note for seven thousand Dollars due and
payable on the thirteenth day of April in the year
One thousand Eight hundred and seventy one
for nine thousand Dollars due and payable
on the thirteenth day of April one thousand Eight
hundred and seventy one, One for ten thousand
Dollars due and payable on the thirteenth day
of April in the year One thousand Eight
hundred and Seventy two one for ten thousand
Dollars due and payable on the thirteenth day
of April in the year one thousand Eight
hundred and Seventy three and One for Eight
thousand Dollars due and payable on the
thirteenth day of April one thousand Eight
hundred and seventy four all of said notes
bearing interest from the date thereof
Now if the said party of the first part shall
well and truly satisfy and pay each and ev-
ery of said notes according to their Respective
tenor and effect then this Conveyance and all
the right title and interest here in Conveyed
shall cease and determine anything
here in before contained to the contrary
notwithstanding. But if default shall be
made in the payment of said notes or
of either of them according to their
tenor and effect at the time thereof or within

of them became due and payable then it shall lawful, and it is hereby so declared for the said party of the second part its successors or assigns to enter into possession of such portion of the premises hereinbefore conveyed as may be designated by the President of the Central Mining and Manufacturing Company of Alabama and cause of a failure on his part to specify or select them of such as may be selected by the President of the Alabama Coal Mining Company and after giving thirty days notice of the time and place of sale in some newspaper published in the City of Montgomery once a week for thirty days to sell such designated lands and the appurtenances thereto as so much as may be necessary to satisfy and pay the amount then due and owing together with all cost and expenses of sale at the place in the City of Montgomery where Sheriff sales are required by law to be made and apply the proceeds after the payment of cost and expenses to the satisfaction and payment of the amount then due and owing and if any surplus remains after such satisfaction and payment it must be applied to and credited upon the first note to fall due thereafter of the said party of the first part and if no such note remains in the hands of the party of the second part upon which to credit such surplus then said surplus is to be paid to the said party of the first part and as often as a default may occur sale may be had and made as here in before prescribed. In testimony whereof the President of said Central Mining and Manufacturing Company of Alabama for and in behalf of said Company hath hereunto set his hand and caused the seal of said Company to be affixed by the proper officers with his official attestation on the day and year first above written.

Chas G Morgan Pres't
Central Mining & Manufacturing Co,
of Ala

James Bunny Secretary & Treasury.
(L S)

The State of Alabama Montgomery County:
I W J Sims a Notary Public in & for the County and State aforesaid duly commissioned and qualified do hereby certify Chas G Morgan and James Bunny

directing and trustees of the Central Mining and Manufacturing Company of Alabama whose names signed to the foregoing Mortgage deed to the Alabama Coal Mining Company and who are known to me acknowledged before me on this the 18 day of the contents thereof they executed the same voluntarily on the day the same bears date

(S S) Given under my hand and notarial seal at office in the City of Montgomery this the 18 day of April 1867.

W. J. Gunn
Notary Public.

Montgomery Ala April 18th 1867.
Satisfactory proof having been made to me that the stamps were not omitted from this instrument for the purpose of defrauding the United States or to delay or evade the payment thereof but from inability to obtain these with affix the proper stamps & remit the penalty

James Perry.

Filed in my office for record the 19 day of April 1867 and recorded the same day & I certify that said deed has fifty five 5/100 dollars worth of Revenue Revenue stamps on it, and one dollars worth of Alabama State stamp

N B Mordis
Judge of Probate.

The State of Alabama
St Clair County } One day after date I promise to pay A Gordon or bearer fifty two dollars and sixty two cents for value recd for provisions for the support of his family. And he also gives me a lien on his next years crops of 1867 regardless of Stay Law. or any thing else Sept 25/1866

his
Jordan X Mays
mark

Seal A F Bell.

Filed 25 Feby 1867 and recorded 25 April 1867
I certify that it has 5 cents worth Revenue stamps on it.

N B Mordis
Judge of Probate