C. M. & M. Co. Ala.
To
Albert Williams

The State of Alabama }
Montgomery County } Whereas on the fifteenth day of July, One thousand eight hundred and fifty nine the Central Mining and Manufacturing Company of Alabama passed the following resolutions as appears upon the records of the proceedings thereof to wit: Resolved: That the entire unsold portion of the Capital Stock of the Company be and is hereby set aside and appropriated for the purpose of raising the amount of Money necessary to redeem the lands of the Company sold under foreclosure of Mortgage on the thirty first day of May last and for the proper working of the Mines; And that the President be and is hereby authorized, empowered and instructed to issue the same for such purposes with full power and authority to issue Certificates of Stock for so much thereof as he shall find necessary in raising the Money needed for said redemption of lands and the working of the Mines; And he is further authorized and empowered to execute a Mortgage of the lands of the Company to secure the payment of any Money he may negotiate for and receive for the use of the Company as indicated above:— Resolved whereas the said Central Mining and Manufacturing Company of Alabama has on the day of the date hereof through its

President Charles. G. Wagner in that behalf duly authorized by the foregoing resolution. borrowed of Albert Williams. of the City and County of Montgomery in the State of Alabama the sum of twenty thousand dollars for the purpose of redeeming said property and carrying on the operations of said Company as contemplated in the said resolution, for which loan the said Company has given two promissory notes each for the sum of Ten thousand dollars and bearing even date with this instrument, One of said notes due the Sixth day of October A.D. 1870, the other due the Sixth day of October A.D. 1871 and both of them bearing interest from date — Now the better to secure the punctual payment of said notes with interest as the same fall due the Central Mining and Manufacturing Company of Alabama has and by these presents does hereby sell, alien, enfeoff, confirm and convey to the said Albert Williams All the real estate heretofore owned by said Company and which said Company has the right to redeem with the tenements, fixtures and appurtenances thereto belonging or in any wise appertaining. said real estate known and described as follows to wit: The South West quarter of the North East quarter, and the South half of the North West quarter, and the West half of the South East quarter and the South West quarter, All of said subdivision in Section twelve, Also the west half of Section thirteen, Also the South East quarter of the North East quarter and the South East quarter and East half of the South West quarter, All of Section fourteen — Also the East half of the North East quarter of Section twenty three — Also the North East quarter of the North west quarter, and the South East quarter of the South west quarter and the west half of the South west quarter of Section twenty four, All of said Sections being in Township twenty two South, Range four West containing in all about twelve hundred and forty acres, and situated, lying and being in Shelby County in the State of Alabama with the the appendages to said Mining lands to wit. the the office platform and scales belonging to said Company in the City of Selma, Alabama, and the tramroad Mining Cars, and implements and Machinery of all kinds used by said Company in mining and it is further covenanted and agreed that said Williams shall have a lien upon the out put of Coal of said Mines, the net proceeds of which shall be faithfully applied to the

debt hereby secured. So long as any portions thereof remains unpaid — To have and to hold the said property and the proceeds thereof as aforesaid to the said Albert Williams his heirs and assigns forever — and the said Central Mining and Manufacturing Company of Alabama does hereby covenant to and with the said Albert Williams to apply so much of the twenty thousand dollars this day loaned to said Company as shall be necessary to redeeming said lands from the purchaser or his vendee, and clearing the same of all incumbrances, and the said Company will warrant and forever defend the title to the above granted property to the said Albert Williams his heirs and assigns forever against the lawful claims of all persons whatsoever — But this deed is made upon the following express conditions, that is to say — If the said Central Mining and Manufacturing Company of Alabama shall pay the said notes above mentioned as they fall due with the ~~accruing~~ ~~interest~~ accruing interest then this deed to be void, and the title is to revert in said Central Mining and Manufacturing Company of Alabama but on default of said Company to pay either of said notes and interest thereon it shall be lawful for the said Albert Williams or his assigns to expose said property for sale to the highest bidder for cash at the Artesian basin in City of Montgomery Alabama, after giving one month notice in some newspaper published in said City of Montgomery by weekly insertion as to the time and place and terms of said sale, and out of the proceeds thereof, first pay the expenses attendant upon the sale and then to apply the remainder to the payment of the said debt and interest, and if any over plus remains then to pay the same to the said Central Mining and Manufacturing Company of Alabama —

It is further distinctly covenanted and agreed that for the purpose of protecting his interest in the ~~and~~ matter of said sale, should one be made that the same shall be made by a regular auctioneer who shall cry off the property, and the said Williams shall have the same right to bid for and buy said property as any other individual —

In testimony whereof the said Central Mining and manufacturing Company of Alabama has hereto set its hand and seal by its President as aforesaid on this the Sixth day of October AD 1869

The word "Fractions" stricken out } Charles G. Wagner Pres't
and "Sub division" inserted before signing } (Revenue Stamps twenty 50/100 dollars)
Witnesses to Sign Samuel R Harvey, J. A. R. Thompson,

"First Mortgage."

The lands and Appurtenances described in this Mortgage as Recorded in Book P. on pages 427. 28. & 29, were exposed to Sale on the 30th day of November 1870 in accordance with the terms of said Mortgage, and bid off, as provided and Authorised by the Same, by myself, as Mortgagee & Creditor, for the Sum of Forty Thousand Dollars.- Said Mortgage is therefore fully Satisfied and Cancelled. —

December 7th - 1870. —

Albert Williams

The State of Alabama } I George Ely Judge of Probate in & for
Montgomery County } the County and State aforesaid hereby Certify that
Jack. Thornington a Subscribing witness to the foregoing Conveyance known to me appeared
before me on this day and being sworn stated that Charles G. Wagner as President of the
Central Mining & Manufacturing Company of Alabama the grantor in the Conveyance
voluntarily Executed the Same in his presence & in the presence of the other Sub-
scribing witness on the day the same bears date; as the act of said Company by him
as its President. that he attested the Same in the presence of the said Charles G.
Wagner President aforesaid and of the other witness and that such other
witness subscribed his name as a witness in his presence — Given un-
der my hand this 29th day of October 1869 George Ely Judge of Probate
Montgomery County

I Certify the foregoing Deed was on the 4th day of November 1869
filed for Record in my office & on the same day Recorded
& has on it twenty 50/100 Dollars United States Revenue Stamps.
Nov 4th 1869. James T. Lupo Judge of Probate.