Selma Rome & Dalton Rail Road Company
To
James P. Wallace

This Indenture Made the first day of July, in the year of our Lord one thousand Eight hundred and Seventy between the Selma Rome and Dalton Railroad Company, a Corporation Existing in and duly organized under the laws of the States of Alabama and Georgia parties of the first part, and James P. Wallace of the City of New York in the State of New York party of the Second part;

Witnesseth, that whereas the following named Corporations, to wit: First, the Alabama and Tennessee Rivers Railroad Company, a Corporation heretofore Existing in the State of Alabama, and duly organized under the laws of that State, being the owner of that portion of the railroad and other property hereinafter mentioned and described, and Situated within the State of Alabama; Second, the Georgia and Alabama Railroad Company, a Corporation heretofore Existing in the State of Georgia, and duly organized under the laws of that State being the owner of a certain portion of the railroad and property hereinafter mentioned and described, and Situated within the State of Georgia; And Third, the Dalton and Jacksonville Railroad Company, another Corporation heretofore Existing in and duly organized under the laws of the said State of Georgia, being the owner of a certain other portion of said railroad and property hereinafter mentioned and described, and Situated within the said State of Georgia being at the time the owners respectively of the Several portions above mentioned of the said railroad and together the owners of the Entire railroad Constructed and to be Constructed from the City of Selma, in the State of Alabama to the Town of Dalton in the State of Georgia as hereinafter more particularly described. did, under and in conformity with express and full powers conferred upon the said three last named Companies respectively by laws duly enacted, of the States of Alabama and Georgia respectively, make and duly enter into an agreement whereby the said Alabama and Tennessee Rivers Railroad Company, and the said Georgia and Alabama Railroad Company and the said Dalton and Jacksonville Railroad Company, became and were lawfully united and consolidated into one Company and Corporation existing and to exist, and organized in and under the laws of the States of Alabama and Georgia and which said consolidated Company acted and did business under the name and style of the Alabama and Tennessee Rivers Railroad Company, for a certain period of time and until the adoption of the name next hereinafter mentioned;

And whereas the said union and consolidation of the said several Railroad Companies so made as aforesaid, was expressly ratified and approved by laws duly enacted of the said States of Alabama and Georgia respectively, in and by which said laws the consolidated Company, the party of the first part hereto, was and is duly authorized and empowered to adopt as its corporate name and style, the name of Selma Rome and Dalton Railroad Company, and to adopt, as its charter, the charter of the said Alabama and Tennessee Rivers Railroad Company, with all its amendments and to have, possess, exercise and enjoy all its rights, functions, powers and privileges; and whereas the said consolidated Company did duly adopt the said name and the said charter, whereby the said party of the first part is now a body politic and corporate, having and using a common corporate seal, and as such has become and now is vested with and is entitled to and became and was and is, the lawful owner of all the rights powers, privileges, franchises, railroads, rights of way materials, rolling stocks, estates, contracts, claims, chattels and effects which before and at the time of said agreement and consolidation, were vested in or were owned or possessed or could be lawfully claimed or enjoyed in any manner, by all or either of the said Railroad Companies or Corporations,

And whereas the said several Companies with intent to give full and complete effect to the terms of Consolidation, have each executed and delivered to the parties of the first part deeds of conveyance of all the railroads, franchises, rights, lands and property of said Companies which deeds have been duly recorded,

And whereas the Selma Rome & Dalton Railroad Company, the said party of the first part, is the owner of the certain Railroad above mentioned, and which is hereinafter particularly described and of the franchises, rights of way, track, ties, rails, railway culverts, structures, rolling stock and all other property appertaining to said railroad, and acquired or to be acquired for the construction and operation thereof as hereinafter more particularly set forth and described, subject to the lien of such mortgages thereon as have heretofore been made by said above-named corporation and duly recorded.

And whereas the said party hereto of the first part, for the purpose of providing the means of paying or discharging its debts and obligations of the construction, completion, repairs and equipments of the said Railroad by its Board of Directors, at a meeting thereof held at the City of New York, on the 13th and 27 days of July, in the year One thousand eight hundred and seventy did, by resolutions then and there duly adopted and recorded, authorize and direct the making and issuing of a series of Six Thousand bonds of the party of the first part to be designated "Second Mortgage Bonds", to be numbered consecutively from one to Six Thousand; each of said bonds to be of the denomination of one thousand dollars, and the whole amounting to Six Million dollars and no more; each of said bonds to bear even date with this indenture and the principal thereof to be payable to James P. Wallace or bearer at the Continental National Bank in the City and State of New York on the first day of July which will be in the year 1900, and to bear interest from the first day of July 1870 until the principal thereof shall be paid at the rate of seven per cent per annum. payable semi annually on the first day of every January and July. on the presentation and delivery of the proper coupons or interest warrants to be thereunto attached,

And whereas it was provided in and by said resolutions that if the party of the first part shall make default in the payment of the interest of said bonds. or of any or either of them for a period of six months, and if. on or after the expiration of said period of default in respect to said interest, the said interest so in default and unpaid shall be demanded at the place where the same shall be payable to the extent of one half of the whole amount of interest due on the entire issue of said bonds then on any failure to pay such interest so demanded the whole principal of said series of bonds which shall have been issued and shall be outstanding shall be thereupon and by reason of such default and the continuance thereof. at and after such demand in respect to the interest become forthwith due and payable, anything in said bonds contained to the contrary thereof notwithstanding, And that it shall be expressed in each of said bonds, substantially that it is one of the series authorized as aforesaid and that each and all of them are alike and equally secured by mortgage or deed of trust. made and executed by the Selma. Rome and Dalton Railroad Company to James P. Wallace in trust thereof on the railroad of the said party of the first part as completed and to be completed from the City of Selma. in the State of Alabama by the way of Rome to Dalton in the State of Georgia with all its appurtenances and franchises possessed and to be possessed. and to be hereafter acquired as set forth and described in said mortgage or deed of trust and that the said mortgage or deed of trust is to be duly recorded in the various counties and in the State in which any portion of said railroad and property are situated. And that said bonds of said series shall be executed on behalf of the said party of the first part. by having affixed to each the corporate seal of the party of the first part. attested by its Secretary, and by the signature by its President of his proper name thereto, and by the counter signature thereto of the said party of the second part; and that the coupons or interest warrants to be attached to said bonds respectively, shall be executed by having subscribed to each the proper signature of the Treasurer of the said party of the first part, or by having such signature lithographed or engraved on each of said coupons,

And whereas there have been made and executed by the said party of the first part six thousand bonds, bearing even date with these presents sealed with the corporate seal of said party of the first part, attested by the secretary and duly signed by the President of said party of the first part, and to be counter-signed by the said party of the second part; each of said bonds being conditioned for the payment of the sum of One thousand dollars on the first day of July 1900 with coupons or interest warrants attached for the semi-annually interest payable at the rate of seven per cent per annum on the first day of every January and July which said bonds contain the several provisions prescribed and provided in said resolutions, and are numbered consecutively from 1 to 6.000 inclusive, and constitute the series of bonds intended to be secured by this indenture and to be issued as provided in and by the aforesaid resolutions;

And whereas, the said party of the first part in order to provide for the security of the said series of bonds authorized as aforesaid each and all equally and alike did, by resolution as aforesaid, further authorize and direct the execution of this indenture as the deed and indenture of the said party of the first part, with all and singularly the recitals statements, grants, covenants, provisions, terms conditions, stipulations and contents hereof and the same when executed to be duly acknowledged and certified, and when so acknowledged and certified to be duly recorded in the respective counties and states in which the said railroad and other property herein set forth, described and conveyed, or any portion thereof is or may be

Situated,

Now therefore this Indenture Witnesseth: that for the purpose of securing equally and alike each and all of the bonds of the said series executed and to be issued as authorized and the principal and interest thereof, according to the true import tenor and effect thereof, and in consideration of the premises and of the sum of two dollars paid to the party of the first part by the party of the second part. the receipt whereof is hereby acknowledged. the said party of the first part has granted. bargained. sold. enfeoffed assigned, conveyed and set over. and does by these presents grant. bargain. sell. enfeof. assign. convey. and set over unto the said party of the second part, his heirs and assigns. and to his successors in the trusts herein and hereby created, and their respective heirs and assigns. All the rights. franchises. property, estate chattels and things hereinafter set forth and designated that is to say; the railroad of the said party of the first part. Commencing in the City of Selma. in the County of Dallas. in the State of Alabama. and extending thence in a northeasterly direction continuously through the Counties of Dallas. Autauga. Perry. Bibb. Shelby Talladega. Calhoun. and Cherokee. in said State of Alabama. one hundred and seventy two miles. more or less. to the line of State of Georgia; thence in the said State of Georgia through the County of Floyd. by way of Rome in the last named County. and also through the Counties of Polk. Gordon. and Whitfield to the Town of Dalton in the last named County and State. Sixty-three miles more or less. and there terminating at the point or points of connection with the Western and Atlantic Railroad and with the East Tennessee and Georgia Railroad; the entire length of the above described railroad being two hundred and thirty-five miles. more or less; and also all rights of way, ways, tracks. side tracks. ties. rails. culverts. stations. water stations. water tanks. depots. car houses. engine houses. machine shops structures, gravel pits. rolling stock. locomotives cars tenders, machinery. implements. iron. material lands. tenements and other property, chattels and things pertaining to said railroad. owned and to be owned by said party of the first part or used or acquired, or to be used or acquired by the party of the first part in and for the construction repairs, renewal, operation or management of said railroad as completed or to be completed and operated, and all the chartered rights, privileges and franchises now possessed or which shall hereafter be acquired by the party of the first part, pertaining to said railroad as completed and to be completed together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversions, remainders, tolls, incomes, rents, issues and profits thereof; and also all the estate, right, title interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part, of in and to, the same and every part thereof, with the appurtenances, To have and to hold the above described premises and appurtenances unto the said party of the second part his heirs and assigns, and unto the several successors of the said party of the second part in the trust hereby created, and their respective heirs and assigns, In trust nevertheless for the purposes and upon the conditions and subject to the provisions hereafter set forth and contained, trust;

First — It is hereby provided, that until default be made in the payment of the interest or principal of the said bonds or in the performance of the covenants and agreements herein contained on the part of the party hereto of the first part, and until the said party hereto of the second part shall be entitled to take possession and control, and shall take possession and control of the premises conveyed hereby for the purposes of enforcing the lien created hereby the said party of the first part, its agents, appointees, or assigns, shall be entitled to have, hold use, possess and enjoy the said premises with the appurtenances and to receive the incomes, rents, tolls, issues and profits thereof, to its own use and benefit,

Second — It is hereby further provided, that in case default shall be made in the payment of the interest or principal of the bonds of said series or any of them and such default shall continue for six months to the extent of one half of the whole interest due, the party of the second part shall have power to enter upon, take possession and control of all and singular the premises hereby conveyed or intended to be conveyed and each and every part thereof, and after public notice according to law, to be given as hereinafter directed, to sell the same in the City of New York or in the City of Selma, at such time as he shall designate, at public auction to the highest bidder for cash; or to sell so much and such portions thereof as shall be sufficient to pay the costs and charges growing out of the execution of these trusts, and all interests that shall be due and in arrears on said bonds, or any of them, as to which default shall have been made; and may sell, from time to time as may be required until the whole of said mortgaged premises shall have been disposed of, And in case any such default continue for the period of six months and on or after the expiration of such period of default the said party of the first part shall fail to pay, or cause to be paid, the entire interest, which shall then be due and in arrears on said bonds, or any of them, on proper demand of payment of such interest, at the place where the interest on said bonds shall be demandable and payable; and shall on any such demand, fail to make payment of the said interest which shall be due, and be so demanded, on the said bonds which shall have issued then, and in such case, and the said party of the second part shall have power, and on the written request of the holders of said bonds to the extent of one-half of the whole issue it shall be their duty to enter upon and take possession and control of all and singular the premises hereby conveyed or intended to be conveyed and each and every part thereof, and shall sell the same and every part and parcel thereof in the City of New York or in the City of Selma, at such time as he shall appoint at public outcry to the highest bidder for cash or so much and such portions thereof as shall be sufficient after ~~giving~~ paying all the costs and expenses to be incurred in the execution of these trusts to pay all that

Shall then be due and demandable on each and every of said bonds, for interest and principal. And if the said party of the first part shall fail to pay the whole amount that shall be due and demandable on each and all of said bonds interest and principal at or before the maturity of said bonds, the said party of the second part shall have power and it shall be his duty, to take possession and control of all and singular the premises hereby conveyed, or intended to be conveyed and each and every part thereof, and sell the same, or so much thereof as shall be necessary for the purposes of these trusts, at such time and place as he shall appoint, at public outcry, to the highest bidder for cash; and after defraying the costs and expenses attending the execution of these trusts, shall apply the balance of the proceeds of the sale or so much thereof as shall be required to the payment of whatsoever shall then be due and unpaid on said bonds, interest and principal; Provided that before the making of any sale authorized in and by this indenture the party of the second part shall cause at least sixty days' notice thereof to be given, by advertisement in one newspaper published in the City of New York, and in one newspaper published in the City of Selma, and in such other newspapers as he shall deem proper and designate for that purpose. And in case of the sale of the whole or any portion of the said premises, by the party of the second part, as authorized in and by this indenture he shall have power to execute all proper and lawful conveyances for the same which shall vest all the title in and to the premises so sold and conveyed in the purchaser thereof,

Third. It is hereby further provided, That the said party of the second part in the performance of the trusts hereby created shall have power to appoint and employ competent and trustworthy agents or attorneys one or more, whose acts performed within the scope of the authority which shall be conferred on them by said party of the second, shall be as valid and effectual as if done by the party of the Second part in proper person and all the powers rights and discretion conferred upon the said party of the Second part in and by this indenture and all the provisions hereof. Shall extend and be applicable to his successors in the trusts hereby created, and in case of a vacancy arising in the trusteeship by the death, resignation or inability to act of the trustee such vacancy shall be filled by such person as may be appointed by the Board of Directors of the party of the first part.

Fourth It is hereby further provided. That the said party of the Second part shall not be responsible or liable for the acts or defaults of any agent or attorney who shall be in good faith by him appointed or authorized, nor shall he be liable for the consequences of any act or measure performed or consented to or approved by them in good faith; but shall be accountable only for gross negligence or wilful misconduct in the discharge of his duties.

Fifth – It is hereby further provided. That whatsoever the said party of the Second party shall lawfully do in the performance and execution of the powers and trusts in and by this indenture conferred upon him shall be as valid. binding and effective as if duly and directly done and performed by the said party of the first part,

And the said party of the first part hereby covenants to and with the said party of the second part. his successors in the trusts hereby created and their respective assigns, that the party of the first part. its successors and assigns. Shall and will. from time to time, and at all times hereafter. Execute. deliver and acknowledge all and every such further deeds. conveyances. and assurances in the law for the better assuring unto the party of the Second part. and his several successors in the trust hereby created and their respective heirs and assigns. the title of the premises as above conveyed or intended to be conveyed. as well in reference to property or things at any time or times hereafter to be acquired, as to such as are now owned or possessed by the party of the first part. or for the better effectuating the intent and objects of these presents, as by the said party of the second part or successors or assigns, or their counsel learned in the law, shall be reasonably advised deemed or required; and it further covenants that the said party of the first part is the owner of all and singular the property above conveyed and has just right and lawful authority to convey the same and every part thereof, in manner and form aforesaid; and further covenants that the said party of the first part shall pay and discharge all taxes and other charges which are or may hereafter be lawfully levied or made upon the property therein described and hereby conveyed or upon any part thereof, as and when the said taxes or charges shall become due and payable, and to protect and preserve the said property and every part thereof from liens and encumbrances which may be prior or superior to the lien created by this indenture, and to use the conveyed premises without waste; and further covenants, that the said party of the first part, the above described premises and every part and parcel thereof, unto the said party of the second part, its successors, heirs and assigns, against all and every person or persons lawfully claiming or to claim the same, or any part thereof, shall and will warrant and forever defend,

In Testimony whereof, the said party of the first part has caused its corporate seal to be hereto affixed and attested by its Secretary and this indenture to be subscribed officially by its President, at the office of the party of the first part, in the City of Selma in the State of Alabama the day and the year herein first above written,

(Corporate Seal)

Attest

Geo. W. Chapman } (U. S. Revenue Stamp $ 600.00)
Secy

(U. S. Revenue Stamp $600.00) F. H. Dilano President
Selma Rome & Dalton Railroad Company

Signed Sealed and Delivered in the presence of
B. G. Johnson Comr for Georgia in New York City and State
& Frank R. Crangle, New York City,

I James P. Wallace the trustee and party of the second part named in the foregoing indenture do hereby accept the trusts therein and thereby created,

In presence of
Samuel Blatchford
Ben S. Johnson,
Comr for Georgia in New York City & State.

James P. Wallace (L.S.)

United States of America }
Southern Dist of New York }

Be it remembered that on this the eleventh day of October in the year One thousand eight hundred & seventy personally appeared before me Franklin H. Delano President of the Selma Rome and Dalton Rail Road Company parties of the first part to the aforesaid deed of trust or Mortgage and being by me duly sworn did depose and say that he resides at Red Hook in the County of Duchess in said District; that he was at the time of subscribing to the foregoing instrument and now is the President of the Selma Rome and Dalton Rail Road Company; that he knows the Corporate Seal of said Company; that the seal affixed to the said deed of trust or mortgage is the Corporate Seal of said Company; and that it was so affixed by the order of the ~~President~~ Board of Directors of said Company; and that by like order he signed his name thereto as President of said Company,

I do further certify that the said Franklin H. Delano who is personally known to me to be the same person who executed the foregoing deed of trust or Mortgage and whose name is thereto subscribed as President having executed the same in behalf of said Company did at the time and place aforesaid acknowledge that as the President of the Selma Rome and Dalton Rail Road Company he executed the said deed of trust or mortgage freely for and on behalf of said Company and that it was made and executed by said Company, and that the execution of the same was the free act and deed of said Company, and that it was made and executed by said Company for the uses and purposes therein mentioned And I do further certify that on the same day personally appeared before me James P. Wallace known to me to be the same person described in the foregoing deed of trust or mortgage, and who executed the acceptance of the trusts therein contained and thereby created, and acknowledged to me that he executed the same for the purposes therein mentioned.

In witness whereof I have hereunto subscribed my name this eleventh day of October A D 1870. At the City of New York.

(Signed) Samuel Blatchford
District Judge of the United States for the Southern District of New York

United States of America }
Southern District of New York } I George F. Betts Clerk of the District Court of the United States for the Southern District of New York do hereby certify that I am well acquainted with the handwriting of Samuel Blatchford whose name is subscribed to the annexed certificate of acknowledgment to mortgage or deed of trust and that the signature to the same is in his proper handwriting And I do further certify that he was at the time of signing the same the Judge of the District Court of the United States of America for the Southern District of New York,

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said District Court this Eleventh day of October in the year of our Lord one thousand eight hundred and seventy and of the independence of these United States the ninety fifth.

(Signed) Geo. F. Betts Clerk

State of New York }
City and County of New York } I the undersigned Commissioner of the State of Georgia hereby certify that on this eleventh day of October A D 1870 personally appeared before me Franklin H. Delano President of the Selma Rome and Dalton Rail Road Company party of the

first part to the foregoing deed of trust or Mortgage, and being by me duly sworn did depose and say that he resides at Red Hook, Dutchess County, State of New York that he was at the time of subscribing instrument and now is the President of the Selma Rome and Dalton Rail Road Company that he knows the Corporate Seal of said Company; that the Seal affixed to said deed of trust or Mortgage is the Corporate Seal of said Company, and that it was so affixed by the order of the Board of Directors of said Company and that by like order he signed his name thereto as President of said Company.

And I do further certify that the said Franklin H. Delano who is personally known to me to be the same person who executed the foregoing deed of trust or Mortgage and whose name is thereunto subscribed as President having executed the same on behalf of said Company, did at the time and place aforesaid acknowledge that as the President of said Selma Rome and Dalton Rail Road Company he executed the said deed of trust or Mortgage freely for and on behalf of said Company, and that the execution of the same was the free act and deed of said Company and that it was made and executed by said Company for the uses and purposes therein mentioned.

And I do further certify that on the same day personally appeared before me James O. Wallace known to me to be the same person described in the foregoing deed of trust or Mortgage, and who executed the acceptance of the trusts therein contained and thereby created, and acknowledged to me that he executed the same for the uses and purposes therein mentioned.

In witness whereof I have hereunto subscribed my name, and affixed my official seal this eleventh day of October A.D. 1870.

(Signed) Ben P. Johnson
Comr for Georgia in New York City Sea

Seal

Filed for Record & Recorded October 31st 1870.

James T. Pieper
Judge of Probate