

Central Mining &  
Manufacturing Co of  
Alabama  
To  
Albert Williams

The State of Alabama }  
County of Montgomery } Whereas the Central  
Mining and Manufacturing Company of  
Alabama a Corporation duly incorporated  
by an Act of the Legislature of the State of Ala-  
bama did, on to-wit; the Sixth day of October A.D.  
1869 execute and deliver two certain deeds of  
Mortgage to Albert Williams by its then President  
Charles G. Wagner who was thereto duly author-  
ized by resolutions of the Board of Directors  
of the said Central Mining and Manufacturing  
Company of Alabama, the first of said deeds  
of Mortgage having been given to secure to the  
said Albert Williams the payment of the sum  
of twenty thousand dollars (\$20,000.00) when  
the said Central Mining and Manufacturing  
Company of Alabama, by its then President  
Charles G. Wagner, on the day of the date of said  
deed of Mortgage borrowed of said Albert Williams  
for the use and benefit, and in behalf of the  
said Central Mining and Manufacturing Company  
of Alabama under and by virtue of the follow-  
ing resolution of the Board of Directors of said  
Central Mining and Manufacturing Company of  
Alabama, adopted on the 15<sup>th</sup> day of July 1869 to-wit:  
Resolved That the entire unsold portion of the  
Capital Stock of the Company be and is hereby  
set aside and appointed for the purpose of raising  
the amount of ~~money~~ Money necessary to redeem  
the lands of the Company sold under foreclosure  
of Mortgage on the 31<sup>st</sup> day of May last, and for the  
proper working of the Mines, and that the President  
be and is hereby authorized, empowered and in-  
trusted to use the sum for such purpose with  
full power and authority to issue Certificates of  
Stock for as 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; and  
for which said sum of twenty thousand dollars  
borrowed as aforesaid from the said Albert Williams  
the said Central Mining and Manufacturing Com-  
pany of Alabama made its two certain,

promising Notes by its Said President Charles H. Maynor, Whits duly authorized, each for the sum of ten thousand dollars bearing even date with said deeds of mortgage, one of said Notes due the 6<sup>th</sup> day of October A.D. 1875 the other due the 6<sup>th</sup> day of October A.D. 1876, and both bearing interest from date and to secure the payment of said notes said mortgage was given as aforesaid - with the following Express Condition therein contained to wit: "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, then this deed is 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, then it shall be lawful for said Albert Williams or his assigns to expose said property for sale to the highest bidder for Cash at the Auctioneers office in the City of Montgomery Alabama, after giving one month's notice in some Newspaper published in said City of Montgomery by Publick, insertions 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 surplus 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 matter of said Sale, should and be made, that the same shall 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."

The second of said mortgage having been executed as aforesaid by the Said Central Mining and Manufacturing Company of Alabama to secure the payment of their five certain promising Notes under executed, said delivered on the 18<sup>th</sup> day of April A.D. 1867, to the Alabama Coal Mining Company both of them being legal organized Corporations, said notes being as follows, to wit: one for (\$100,000) due April 1875

one which is a Credit of \$1811<sup>00</sup>/<sub>100</sub> paid May 3<sup>rd</sup> 1869, another note for \$200<sup>00</sup>/<sub>100</sub> due 17<sup>th</sup> day of April 1871, another for \$10,000<sup>00</sup>/<sub>100</sub> due 15<sup>th</sup> April 1872, another for \$10,000<sup>00</sup>/<sub>100</sub> due 13<sup>th</sup> April 1873, another for \$5,000<sup>00</sup>/<sub>100</sub> due 13<sup>th</sup> April 1874. All bearing interest from their date to wit: 13<sup>th</sup> April 1867, which said five promissory notes were before the execution of said Mortgage duly transferred and delivered to the said Alabama Coal Mining Company by Chas. H. Wagner, the Secretary thereof, in that behalf duly authorized by a resolution of said Alabama Coal Mining Company for value received to Albert Williams and which said Mortgage recites that the said Central Mining and Manufacturing Company of Alabama have "by a resolution of its Board of Directors empowered its President, Charles H. Wagner to raise money by the execution of a Mortgage to enable the said Company to redeem its lands and carry on its operations, and the said Albert Williams has consented to loan said Central Mining and Manufacturing Company of Alabama twenty thousand dollars for the purpose aforesaid, upon condition of said Company executing to him a first Mortgage to secure to him a first Mortgage to secure repayment of the said twenty thousand dollars and a second Mortgage to secure the payment of the above named notes" (meaning the notes hereinbefore described), "said Mortgage to be given upon the lands and appendages of said Company with said first Mortgage has this day been executed" (meaning the same herein first mentioned), "and this Assignment is made in complete execution of said Agreement, and which said Mortgage further recites that if the said Central Mining and Manufacturing Company of Alabama, shall pay the said notes" (meaning the notes hereinbefore described) "by the times they respectively become due and payable according to the tenor and effect thereof respectively then this deed is to be void and the title is to revert in the said Central Mining and Manufacturing Company of Alabama, but on default of the said Company to pay the said notes above specified with the interest thereon by the time above mentioned, then it shall be

consigned for the said Albert Williams or his heirs  
 and assigns to Expose said property to sale  
 to the highest bidder for Cash at the auction  
 basin in the City of Montgomery Alabama,  
 after giving one month's notice in some  
 Newspaper published in the City of Montgomery  
 by weekly insertions as to the time and place  
 of such sale and the terms thereof and out of  
 the proceeds thereof first pay the expenses atten-  
 dant upon such sale, and then to apply the  
 remainder to the payment of the said debts  
 above specified, (meaning notes heretofore dis-  
 cribed) and interest, and if any surplus remain  
 then to pay the same to the said Central Mining and  
 Manufacturing Company of Alabama; the said  
 Second Mortgage also containing the following  
 covenants, to wit; It is further covenanted and  
 agreed if said property, or any of the same shall  
 be sold under the first Mortgage above named  
 and any surplus should remain it shall  
 be sold under the first Mortgage above  
 named and any surplus should remain  
 it shall be appropriated to the payment of the  
 demand provided secured by this Mortgage;  
 It is further covenanted and agreed between  
 the parties that for the purpose of protecting his  
 interest in the matter of a sale under this deed  
 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; And whereas the said  
 Williams did on the said sixth day of October  
 AD 1869 loan the said sum of twelve thousand  
 dollars to the said Central Mining and Manufac-  
 turing Company of Alabama under the terms  
 and conditions of said first Mortgage for the  
 purpose of redeeming the lands of said Company  
 in Alabama and for as specified in said  
 first Mortgage and whereas said Central Mining and  
 Manufacturing Company of Alabama did on to-  
 wit, the 20<sup>th</sup> day of November AD 1869, redeem said  
 lands with the moneys so loaned, as aforesaid  
 by said Albert Williams for that purpose, and thereby  
 became reunited with the full and complete title  
 to said lands, and whereas the said Central Mining  
 and Manufacturing Company of Alabama

has wholly and utterly failed to pay any or either of said notes mentioned in said first Mortgage or any or either of said first promissory notes mentioned in said second Mortgage, but has made default as to each of the notes embraced in said Mortgages respectively which have become due in the year 1878, whereby all of said notes, under the provisions of said second Mortgage, have become due so far as the proceeds of said Mortgage & premises might pay the same.

And whereas in consequence of said default on the part of said Central Mining and Manufacturing Company of Alabama the said Albert Williams did, under the authority vested in him by the first of said Mortgage, & for so much on the 13<sup>th</sup> day of November 1878, for cash at the Auctioneer's office in the City of Montgomery, Alabama, after having given one month's notice thereof in the Montgomery Mail by weekly insertions as to the time and place and terms of said sale and said sale was made and the said property was sold off on said last named date, by Messrs. Harwell a regular Auctioneer duly licensed by the Judge of Probate Court for Montgomery County, Alabama, and whereas at said sale the said Albert Williams was the highest and best bidder for said property mentioned in said Mortgage he being thereunto authorized as herebefore stated the sum was knocked down to him by said Harwell at and for the sum of Forty Thousand Dollars, that being the amount of his bid, and whereas said sale was had and conducted in all respects in accordance with law and the terms, conditions and provisions of said deeds of Mortgage and the covenants and agreements expressed therein, and whereas the proceeds of said sale have been appropriated to the payment and extinguishment of the debt mentioned in the first of said Mortgages and the overplus applied to the payment for parts of the debts mentioned in the said second Mortgage as provided in said last named Mortgage as will appear by the Credits endorsed on said Mortgages respectively - Now therefore in consideration of the premises aforesaid the said Central Mining and Manufacturing Company of Alabama has bargained sold,

Conveyed, Aligned, Enfeoffed and Confirmed, and  
 by these presents does hereby bargain, Sell, Convey  
 Aligned, Enfeoff and Confirm unto the Said Albert  
 Williams the following described lands, 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  
 120 All Subdivisions of 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  
 14 All of Section fourteen, Also the East half of the  
 23 North East Quarter of Section twenty three, Also  
 the North East Quarter of the North West Quarter  
 and the South West 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  
 24 twenty four, all of Said Section being in Town-  
 22.4W Ship twenty two South, Range four West containing  
 in all about twelve hundred and forty acres  
 and Section lying and being in Shelby County  
 in the State of Alabama together with all and  
 singular the rights, Privileges, Appurtenances  
 and Appurtenances thereto belonging or in any  
 wise appertaining, including therewith the office  
 platform and flume belonging to said Company  
 track ways, Mining Cuts and improvements, rights  
 of way & machinery of all kinds used by said  
 Company in Mining - All have and to have  
 unto the Said Albert Williams his heirs and  
 assigns forever, the above described property  
 together with the tenements, rights, privileges  
 appurtenances and appurtenances thereto belong-  
 ing or in any wise appertaining, And the Said  
 Central Mining and Manufacturing Company  
 of Alabama does hereby Covenant to and with  
 the Said Albert Williams that it has a good  
 and lawful right to sell and convey the  
 premises aforesaid, that it is seized in fee of  
 the same and will warrant and defend  
 the title thereto to the Said Albert Williams his  
 heirs and assigns forever against the lawful  
 Claims of all persons whatsoever,  
 The testimony whereof the Said Central Mining  
 and Manufacturing Company of Alabama bears  
 on this . . . day of December - 1870  
 Set its hands and Seal by its President

Mr. May Mr. Copeland, who is hereunto duly  
authorized and empowered by a resolution  
of the Board of Directors of said Company  
Adopted on the 6<sup>th</sup> day of December 1870.  
Signed, sealed and attested by Mr. May Mr. Copeland as President  
Beloved in of the Central Mining and Manufacturing  
Company of Alabama.

E. D. Seelye Secy  
Central Mining and  
Manufacturing Company of Alabama

Seal

(Revenue Stamp forty dollars)

State of Alabama

County of Montgomery

I, Wm. S. Tharrington a Notary  
Public and Officer of the Peace in  
and for said County hereby Certify that Mr. May  
Mr. Copeland, as President of the Central Mining  
Manufacturing Company of Alabama, and  
E. D. Seelye as Secy, of said Company, whose  
names are signed to the foregoing conveyance  
and who are known to me, acknowledge  
before me on this day, that being informed  
of the contents of said conveyance they  
executed the same voluntarily on the day  
it bears date.

Given under my hand this 6<sup>th</sup> day of  
December 1870.

Wm. S. Tharrington Notary Public  
and Officer of P.

Filed for Record Dec 15<sup>th</sup> 1870 Received  
Dec 16<sup>th</sup> 1870.

J. T. Deeper  
Judge of Probate,