

~~Selma Road & Dalton~~ RR Company
 To
 S. N. Welch.

Know all men by these presents, that whereas the
 Selma Road & Dalton Railroad Company, a Corporation
 created by the laws of the States of Alabama and Georgia
 have purchased from McBurn & Co of the City of
 Philadelphia, fifteen certain locomotives to be
 built by them, and mentioned in a certain
 Contract between the said Selma Road & Dalton
 Railroad Company, and the said McBurn & Co
 bearing date the second day of November 1872 a
 Copy of which is hereto annexed as part hereof
 marked A - and whereas the said Company
 have given their certain notes for the redemption

of the price agreed to be paid for the said locomotives payable as the same respectively fall due amounting in all to the sum of One Thousand and Eighty Three Thousand Seven Hundred and Fifty Dollars (\$83,750) and the said Company on account to better secure the payment of the said notes as they become due, to the said McBeird & Co. and therefore in consideration of the premises and of the further sum of one dollar to the said Selma Road & Water Railroad Company in hand paid, the receipt whereof is hereby acknowledged, the Selma Road & Water Railroad Company in hand paid, the receipt whereof is hereby acknowledged the Selma Road & Water Railroad Company as hereby transfer and set over absolutely unto Samuel Welsh, William Welsh, John Welsh Jr, Orgood Welsh, John S. Welsh and Benjamin Perkins of the City of Philadelphia and State of Pennsylvania, trading as S & W Welsh all the aforesaid locomotives in the said Contract mentioned in Trust for the following uses and purposes viz:

1 To hold the said locomotives and until the same from month to month to the said The Selma Road & Water Railroad Company, for the certain monthly rent, agreed to be paid for the same by the said Company in the said Agreement bearing date as aforesaid, and to collect the said rent as the same from time to time become due and pay over the same without any deduction or commission whatsoever to the said McBeird & Co. of Philadelphia or their assigns, 2 That each one of the notes above mentioned for by the said The Selma Road & Water Railroad Company to the said McBeird & Co. for the said locomotives shall not be prematurely paid by the said Railroad Company as the same become due, then in the event of any such failure to take up any of the said notes that have thus matured to take possession of and sell or dispose of in any manner directed by the said McBeird & Co. or their assigns the aforesaid locomotives in such sum as they, the said Trustees, may deem best and proper to pay the notes over due without further process either at law or otherwise, and as to the proceeds realized from the sale or disposal of said locomotives, after paying the notes over due and unpaid as

aforsaid, to pay to the said Mc Baird & Co or their Assigns whatever balance of the price of the said locomotives so sold may then remain unpaid with interest on said unpaid balance up to the date of such payments at the rate of six per Cent per annum, and as to any remainder of the proceeds then left in their hands to pay over the same to the said The Selma Road & Dalton Railroad Company, and also incur the same from time to time and to hold the proceeds of such insurance in case of loss, for the payment of the said notes thus intended to be secured, 2nd When all the said notes given by the said The Selma Road & Dalton Railroad Company to the said Mc Baird & Co and intended to be secured by this Mortgage, shall have been fully paid as well as all the installment of the monthly rent agreed to be paid by the said Railroad Company to the said Mc Baird & Co or their Assigns, and to be collected and paid over by the Trustee hereby created thus to assign, Let over and transfer all and every of the aforsaid locomotives to the said The Selma Road & Dalton Railroad Company free from any trust whatever.

Also witness where the parties hereto have hereunto interchangeably set their hands and seal this seventh day of January Anno Domini 1871.

John Tucker, President
Selma Road & Dalton Railroad Co.

Attest

Geo W. Chapman Secretary
We accept the within Trust

Saml H. Welsh Philadelphia Dec 27th 1870

Geo Fowler Welsh

Geo Welsh by atty in fact Geo Fowler Welsh

Osgood Welsh

Wm Welsh

Saml Welsh

B Perkins

Geo Welsh Jr

Witness
Jonathan Kayill,

State of Pennsylvania & ss

City of Philadelphia: I Edward Shippen a Commissioner of Deeds for the State of Pennsylvania by letters patent under the Great Seal of the State of Pennsylvania, duly commissioned and sworn to, do hereby certify in the said City of Philadelphia

herby Certify that John Tucker, President of the
 Selma Rome and Dalton Railroad Company
 a Corporation under the laws of the States of
 Alabama and Georgia, and John Welsh by his
 attorney in fact John Lowber Welsh, Asgood Welsh
 and the said John Lowber Welsh, Samuel Welsh,
 William Welsh John Welsh Jr, and Benjamin Perkins
 trading as partners in said City, under the firm
 name of S & W. Welsh whose names are signed to the
 foregoing instruments, and who are known to me
 acknowledged before me on this day that being
 informed of the contents of the said instrument
 they executed the same voluntarily on the day the
 same bears date. Given under my hand and
 Official Seal this Seventh day of January 1871. at
 the words "under the firm name of S & W. Welsh, first
 interlined above by me, and also the seventh line
 Edward Shippen
 Commissioner for Alabama

State of Pennsylvania ss
 City of Philadelphia ss At Edward Shippen a
 Commissioner of deeds for the State of Alabama
 by letters patent under the Great Seal of the State
 of Alabama, duly Commissioned and sworn to
 in the said City of Philadelphia herby Certify that
 John Tucker, President of the Selma Rome and
 Dalton Railroad Company a Corporation - under
 the laws of the States of Alabama and Georgia
 and John Welsh, by his attorney in fact John Lowber
 Welsh, Asgood Welsh, and the said John Lowber Welsh
 Samuel Welsh William Welsh John Welsh Jr, and
 Benjamin Perkins trading as partners in said City,
 under the firm name of S & W. Welsh, to me all personally
 known to be the individuals named in and
 who executed the foregoing instrument, and they
 then and there severally acknowledged that they executed
 the same for the uses and purposes therein mentioned,
 And Witness whereof I have hereunto set my hand
 and Official Seal, at said City, the day and year
 aforesaid. at the fifth line first interlined,
 Edward Shippen a Commissioner for
 Georgia

Schedule

Schedule and Memorandum made this twenty second
 day of December A.D. 1870 by the parties to the foregoing
 mentioned Contract,

That they are transferred by the above Mortgage

And Dec of Trust to Messrs. S. W. Welsh. And intended as follows

24	25	26	27	28
29	30	31	32	33
34	35	36	37	38

Rolling Stock of the Selma, Rome & Dalton Railroad Company,
 S. W. Welsh

Memorandum of Agreement.
 Memorandum of Agreement made this second day of November. Anno Domini 1870 between the said Buird, George Buirdman, Charles T. Perry, William H. Hensley, Edward H. Williams and Edward Longstreth, trading as W. Buird & Co. of the City of Philadelphia, parties hereto of the first part and the Selma, Rome & Dalton Railroad Company parties hereto of the second part, — Whereas the parties of the second part are desirous of purchasing from the parties of the first part fifteen (15) railroad locomotives for the purpose of using and running the same on their road and the parties of the first part are willing to sell the same on the terms and conditions and with the stipulations hereinafter contained.

Now this Agreement witnesseth:
 I That the said W. Buird & Co. parties hereto of the first part, hereby agree to sell to the Selma, Rome & Dalton Railroad Company, parties hereto of the second part fifteen (15) locomotives for the price of Twelve thousand Two Hundred fifty dollars (\$12,250) each that is to say, for the aggregate sum of One hundred & eighty three thousand seven hundred fifty dollars (\$183,750)

II. The price of the said locomotives is to be paid in monthly payments for each locomotive until the whole price agreed upon is paid, and the Selma, Rome & Dalton Railroad Company, upon the delivery of the said locomotives, hereby agree to give to the said W. Buird & Co. their notes for all of the said installment thus agreed to be paid, as follows viz: Twenty four notes of the said Selma, Rome and Dalton Railroad Company, each note for one thousand six hundred and fifty six dollars (\$1,656.25) the first of said notes payable in one month from the average date of delivery of the said fifteen locomotives, the second in two months from said date, the third

in three months, and so on with each note, the time thereof being one month apart, the twenty fourth note to be payable in two years from said date.
 III And in order to better secure the payment to Mc. Buid & Co. or their assigns, of the aforesaid notes the parties of the second part hereby Covenant and agree on the delivery of the aforesaid locomotion and the giving of the notes in trust, to transfer and set over all of the aforesaid locomotion thus to be purchased by them, to a trustee to be chosen by the parties hereto as trust to hold the same as security for the payment of the said notes to be given as above specified, and with all due powers and authority to the said Trustee to take possession of to sell and dispose of the same in the event of the non-payment of any of the said notes at their maturity as he may think best, and to pay the proceeds thereof to Mc. Buid & Co, or their assigns in payment of the said notes, and also with full powers to insure the same and hold the proceeds of such insurance in case of loss for the payment of the said notes so intended to be secured.

14. And it is further understood and agreed between the parties hereto that the said Trustee so as above to be appointed shall lease the said locomotives to the parties of the second part during the continuance of the trust above mentioned to use the same on their said road for the following rent, or sum of: Seven percent, per annum to be paid monthly upon the average purchase money of the said locomotion then remaining due and unpaid, which average monthly rent is now fixed by the parties hereto at the sum of Five Hundred & Fifty Eight ²/₃ dollars per month, and the said Helena River and Dalton Railroad Company, parties of the second part hereby Covenant and agree with the parties hereto of the first part, and their assigns, that they will keep all of the said locomotion in good running order and repair during the continuance of this Contract,

V And it is hereby further understood and agreed between the parties hereto that if any one of the notes given in payment of the locomotives shall be unpaid in whole or in part for ten days after it has become due, then the said Mc. Buid & Co. parties hereto of the first part, or their assigns, shall have the

Option of determining and ending this Contract by giving notice in writing of their intention to do so. In case of such determination the trustee shall seize and sell as above provided sufficient of the locomotives to cover the balance still remaining unpaid on said notes to the said McBurn & Co or their assigns, and shall then transfer the remainder of the said locomotives if any such there be to the Selma Rome & Sutton Railroad Company in consideration of the Cash already by them paid to the said McBurn & Co or their assigns.

VI. And the said parties of the second part hereby agree to and appoint as a Trustee to act as aforesaid some person approved of by the said parties of the first part by a deed already executed under the Corporate Seal with all the power and authorities above specified, and further that they the parties of the second part will pay all the charges and expenses of the said trust, and all commissions and remuneration to the said Trustee for his services as such under the above mentioned deed of Trust

VII. And the parties of the second part hereby covenant and agree to take all necessary and legal means to secure the said locomotives from seizure under any process by any other creditor of the said The Selma Rome & Sutton Railroad Company, than the said McBurn & Co or their assigns until the notes above mentioned are fully paid, and to pay all costs, charges and expenses necessarily incurred in protecting the possession of the Trustee as aforesaid, and their right of possession of the said locomotives for the purpose of said trust.

And Witness whereof the said parties have hereunto interchangeably set their hands and seals the day and year first above mentioned.

Sealed & delivered in presence of
Wm. C. Stroud
Wm. W. Keifer

McBurn & Co
George Burnham
Chas. T. Poiry
E. McWilliams
Wm. O. Kenney
Ed. Longstrech

Attest
Geo. M. Chapman Trusting as McBurn & Co
Secretary
(Federal Revenue Stamps)
John Tucker President

Filed for Record January 30th 1871 & Reversed
February 1st 1871. J. C. Loper
Judge of Probate