Cahaba Coal Co
to
Mortgage To
S.B. Spooner

Know All Men by these presents that "the Cahaba Coal Company" a body Corporate under the laws of the State of Alabama acting herein by Lucius F. Miller and Joseph W. Kellogg Commissioners for Said corporation for that purpose fully authorized and empowered, have for and in Consideration of the Sum of Ten Thousand and Two Hundred Dollars bargained and Sold and do by these presents Grant, bargain, Sell, Alien, Quit claim, and Convey unto S.B. Spooner Trustee and to his heirs and assigns the following described property Situated lying being in the County of Shelby and the State of Alabama viz: the South half of the South West quarter and the West half of the South East quarter and the North East quarter of the South East quarter and the East half of North East quarter all in Section nine (9) and North half of Section Seventeen, also an undivided five Eights 5/8 interest in the following tract, viz: South East quarter and South half of North East quarter and East half of the South West quarter and East half of the North West quarter and North West quarter of North East quarter in Section eight (8) and North half of South West quarter and East half of North West quarter (except so much of the last named tract as lies on the North East side of the Cahaba River including the Whole channel of the river within the tract hereby conveyed) and South west quarter of the North East quarter and the North West quarter of the North East quarter of Section nine (9) and also all the mineral and with the necessary rights of entry by roads and such other privileges as may be

necessary for working the same on the following lands viz; the South East-quarter and the West- half of the North West-quarter of Section four (4) and the South East-quarter of the North East-quarter of Section five (5) and the North half of South West-quarter of Section four (4) and the South half of South East-quarter of Section five and the South West-quarter of South West-quarter of Section Four (4) all said lands being in Township Twenty- Range Three West- in the district- of lands Subjected to Sale at- Tuscaloosa Ala. also all the Machinery tools and implements- of all kinds belonging to Said the Cahaba Coal Company on Said premises and used in mining Coal on the above described lands also all accounts rents and demands of any description due the Cahaba Coal Company Subject- to a Mortgage given to A Long by Trust. To have and to hold Said real and personal ~~property~~ above described and conveyed together with all and singular the tenements- appurtenances and hereditaments unto the Said S. B. Spooner Trustee and to his heirs and assigns in fee Simple forever. But- Nevertheless, and this Conveyance is made upon the following Express Condition. That- is, that whereas certain persons through S. B. Spooner Trustee did furnish money for the payment- of certain debts of "The Cahaba Coal Company. viz;

Two Notes of J J Warren- 2 000.00 Ea and interest- H. $45.93
Waller Wales & Co (Note) 505.97 with interest
Hay Foree & Lapsley (Note) 648.10 " "
J. S. McCauley (Note) 3000.00 " "
J. M. Kellogg (Note) 1,100 00 " "
S M. M. McCanico & Co (Note) 100.00 " "

Amounting to the Sum of 10.200.00
and have loaned to the Said "the Cahaba Coal Company "the Sum of Ten Thousand and Two Hundred Dollars as evinced by their promissory Note of Said the Cahaba Coal Company payable to the Said S. B. Spooner trustee twelve Months after date with interest- at- the rate of Eight- (8) per cent- for Said Sum of Ten Thousand and Two Hundred Dollars. At a meeting of the directors of "The Cahaba Coal Company" held at- Spring field Mass- Aug 19 1872
1872- Resolved That- The Commissioners (L. F. Waller and J. M. Kellogg) be and they are hereby instructed to execute the same mortgage to S. B. Spooner Trustee for certain creditors for money

advanced in payments of rents given by the Cahaba
Coal Company" J. J. Warren for the amount of
$14,000.00 and interest also to secure other parties who
hold claims against "The Cahaba Coal Company
And Whereas The said Cahaba Coal Company is
desirous to fully secure the said parties for said
loan as well as for any sum paid out and exp=
ended by them— Now Therefore if the said "the
Cahaba Coal Company shall fully pay or cause to be
paid, The said debt as evidenced by said promissory
Note as well as whatever sums may be hereafter paid
by them as interest, costs fees &c aforesaid at maturity
thereof then said S. B. Spooner shall have no further
claim on said property hereby conveyed and this conv=
ey ance is to be void and of no effect—
But if said "The Cahaba Coal Company" fail to pay
or cause to be paid the said promissory note at
the maturity thereof or so much of it as may
be due and unpaid as well as whatever sums may
have been expended as aforesaid as interest, cost, fees
and expenses then and in that event the said Spooner
or his agent or attorney may enter upon said premises
hereby conveyed and take possession of all the said above
mentioned real and personal property and after adver=
tising the same for thirty days in a daily paper
published in the Cities of Selma & Montgomery Ala
May Sell said property to the highest bidder at public auction
for Cash and said advertisement must state the time place
and terms of Sale, and the place of Sale is to be either Selma
Montgomery or Columbiana Alabama and with the proceeds
of said Sale said Spooner is to pay off first all the necessary
Expenses of the Sale such as fee Commissions and other Costs
of the Sale and to pay said promissory note and
such other interest fee Cost and expenses paid
out as aforesaid as evidenced by the receipts for
the same and the residue if any he is to pay to said
the Cahaba Coal Company their Successors assigns

In Witness Whereof the said Corporation by
said Commissioners for that purpose duly authoriz
=ed have hereunto set their hands and Caused
the Corporate Seal of the said Company to be
affixed this 10th day of August A.D. 1872

Seal

Attest, United States Revenue Stamps 5.50 Lucius A. Mellen
Joseph W. Kellogg

The State of Massachusetts, } L. A. Perry Peck a duly
County of Hampshire } Commissioned and
qualified Notary Public in & for said State & County

Seal
Seal

Certify that Lucius D Mallen & Joseph W Kellog whose
names are signed to the foregoing Conveyance and
Who are known to me acknowledged before me
on this day that being informed of the Contents of the Con
veyance they executed the same Voluntarily on the day
the same bears date
Given under my hand and official Seal
this tenth day of August A D 1872

A. Perry Peck
Notary Public

J. T. Leeper judge of Probate

Filed for Record September 3rd 1872 & Recorded September 3rd 1872 J. T. Leeper J. P.

One day after date I promise to pay Joseph McDaniel
or order Seventy Six Dollars with interest from the
first day of april last which amount of money
was borrowed of him to make a crop on Morgold
Dogwood plantation which Crop said Joseph McDaniel
Shall have the right to hold and to sell and pay
said debt and interest if ~~if~~ and expenses
this august 28th 1872

test William S Falkner
James McDaniel

Wm H his × mark McDaniel

Filed for Record ~~Sept~~ 2nd Sept 1872 & Recorded Sept 3rd 1872

James T. Leeper
Judge of Probate