Red M. I. & C. Co
To
H. F. DeBardeleben

The State of Alabama }
Montgomery County } The Red Mountain Iron & Coal Company is indebted as follows. To the Estate of Daniel Pratt by note Jany 15th 1873 - $38,023 53. To same by account $31,000. To Henry F. DeBardeleben by account $7,406. To J. D. McPheen & Merritt, gold note due Decr 6th 1872, $6,035 and Eliza P. Holt Hers 1,400 ! and there being now accrued interest with premium on said gold note, amounting to 4 89 20 making of principal and interest the sum of eighty-Eight thousand four hundred and sixty-one dollars and twenty three cents, $88,461 23, and Henry F. DeBardeleben having agreed to carry said debts and extend them on the conditions following as expressed and covenanted

Birmingham, Ala., April 9th 1880

W. A. C. ROBERTS, PRINTER, BIRMINGHAM.

Hon. J. T. Leper, Judge of Probate
of Shelby County, Alabama
Columbiana, Ala

Dear Sir.

You will please satisfy the records in your office of the Mortgage described as follows, R. S. Foy, Pres't. R. W. & F. C. Co. Grantor, and H. F. DeBardeleben Grantee, executed Sept 9th 1873. securing notes aggregating Eighty eight thousand, four hundred and sixty one + 73/100 Dollars ($88,461.73) and payable in three years from the date thereof, and recorded in Deed Book S, pages 304, 305 & 306, and this shall be your authority for so doing. Witness my hand and seal this day and date above written.

Witness
W. J. Strickland Jr.
W. F. Smith

H. F. DeBardeleben (Seal)

in this Mortgage, and the said Red Mountain Iron & Coal Company in extension of said indebtedness, having executed to said Henry F. DeBardeleben its three promissory notes bearing this date, two for thirty thousand Dollars each, and one for twenty eight thousand four hundred and sixty one 73/100 Dollars each due three years from date bearing interest from date payable annually with certain conditions therein. Now to secure the payment of said interest as it matures, and the principal of said notes, the Red Mountain Iron and Coal Company hereby grants, bargains, sells and conveys to the said Henry F. DeBardeleben all the franchise and chartered right of said Corporation, and all real Estate owned by said Corporation in the Counties of Jefferson and Shelby in said State a description of which is to be hereto attached as Schedule A. all machinery, tools, locomotive Engines, trams Cars, Steam Engines wagons, mules and all property belonging to said Company of every description in said Counties, except the Pig metal, mined ores, mined limestone, Coal & coal wood and provisions and provender belonging to the Company, and except the dues to the Company, and the Company reserves the right until default be made under this mortgage of mining and using the ore and limestone of the Corporation and of cutting and using the timber of the Company for coal for its own use. The foregoing conveyance is in trust, nevertheless, that if the said Red Mountain Iron and Coal Company pay the interest punctually on said notes, and pay said notes at or before maturity then this conveyance and mortgage to cease, become inoperative and void. If default be made in the payment of interest or principal then the said Henry F. DeBardeleben by writing attached to this conveyance and signed by him, may appoint some reputable person to execute the powers of this mortgage, and after giving sixty days notice of time place and terms of sale in one or more newspapers in Montgomery, and at such other places as he may deem necessary to a fair sale such appointed person may

This mortgage is satisfied & discharged by the mortgagee, H. F. DeBardeleben executor by authority of a power of Attorney April 9th 1880. and bearing date April 9th 1880. J. S. Leaper Judge of Probate

sell to the highest bidder for cash, at the Artesian Basin in Montgomery, all or any part of said Mortgaged property, and make title to the purchaser or purchasers, and at such sale, the said Henry F. De Bardeleben may bid and purchase. Of the moneys thus realized, the expense of advertising, selling and conveying to be first paid. The said debts hereby secured with accrued interest to be next paid, any balance to be paid to the said Red Mountain Iron and Coal Company.

It is further stipulated that if at any time, under legal process, the franchise or any property of the Company hereby mortgaged, is sold, then the said Henry F. De Bardeleben, his personal representatives or assigns, may adjudge the said debts and this mortgage to be due, and may proceed to foreclose the same as above provided.

In witness whereof the Red Mountain Iron and Coal Company has caused these presents to be executed by David S. Troy its president, and by A. J. Noble its Secretary this September 9th 1873.

A. J. Noble
Secretary.

D. S. Troy
Prest. R.M. I. & C. Co

The State of Alabama }
Shelby County }

I Ruben C. Shorter Notary Public & ex officio Justice of the Peace in and for said County hereby certify that David S. Troy President of the Red Mountain Iron & Coal Company, and A. J. Noble Secretary of said Company whose names are signed to the foregoing Conveyance and who are known to me severally acknowledged before me on this date that being informed of the contents of the Conveyance they executed the same on the day the same bears date.

Given under my hand this 9th day of September A.D. 1873.

Ruben C. Shorter
N.P. & ex Off J.P.

Schedule A.

List of Shelby County lands belonging to the Red Mountain Iron & Coal Company.

			Sec	Tow	Rn	
NE¼	of	SW¼	32	19	3W	40
SE¼	"		32	"	"	160
NW¼	"	SW¼	33	"	"	40

				Sec	T	R.	acres
	NW/4	of	NE/4	5	19	3 W	.40
	SW/4	"	NE/4	"	20	"	.40
	NW/4	"	SE/4	"	"	"	.40
	NE/4	"	NW/4	4	"	"	.40
	SE/4	"	SE/4	3	"	"	.40
X	NE/4	"	NE/4	10	"	"	.40
	NW/4	"		11	"	"	1.60
X	S1/2	"	SW/4	10	"	"	.80
X	SE/4	"		10	"	"	1.60
	SE/4	"	SE/4	9	"	"	.40
	All	"		16	"	"	6.40
X	SW/4	"	NW/4	15	"	"	.40
X	NE/4	"	NW/4	15	"	"	.40
X	N1/2	"	NE/4	15	"	"	.80
X	SW/2	"	SW/4	15	"	"	.80
	N1/2	"	NW/4	21	"	"	.80
X	SW/2	"	SE/4 of NW/4	21	"	"	.80
	SE/2	"	SE/4	11	21	4 W	.40
	SW/4	"		12	"	"	1.60
	SW/4	"	SE/4	12	"	"	.40
	S1/2	"	NW/4	12	"	4	.80
							22.20

Filed for Record & Recorded Oct 9th 1893.

J. F. Leiper
Judge of Probate