

Longley Henry A) The State of Massachusetts) Know all men by these presents
 To) County of Hampshire) that whereas "The Cahaba Coal
 W. B. Nelson) Company" a body corporate under the laws of the State
 of Alabama did on to wit, the 10th day of August 1872
 make execute and deliver to the undersigned Henry A
 Longley as Trustee, a certain deed of trust which is recorded
 in Book of Deeds "R" pages 287-8-9 in the Probate Office
 of Shelby County Alabama, by which said "The Cahaba
 Coal Company" conveyed to me in trust the property
 herein after described to secure the payment of a
 promissory note of even date with said deed of trust
 for eight thousand Dollars payable to the under-
 signed as Trustee twelve months after the date thereof
 with interest at eight per cent from the date thereof,
 And whereas the conditions of said deed of trust are
 to the effect that in default of the payment of said
 note, I as Trustee my agent or attorney was empowered
 to enter upon said lands in the deed described and
 to take possession of all of the property conveyed therein,
 and after advertising the same for thirty days as therein
 required, might sell said property conveyed at public
 auction to the highest bidder for cash, which sale was
 required to be made either in Selma or Columbiana
 Alabama, and with the proceeds pay the expenses
 fees and commissions and costs of making the sale
 first, and then pay said note, and whereas said
 promissory note thereby secured was not paid at matu-
 rity, but default was made therein, and whereas the
 conditions of said deed of Trust were broken,
 Now therefore strictly in pursuance of the powers con-
 ferred upon me by said deed of trust, after advertising
 the time place terms of sale and description of the
 property for thirty days in the "Selma Times" and the
 "Montgomery Advertiser" newspapers published in
 Selma and Montgomery respectively, I offered at pub-
 lic auction to the highest bidder for cash in Selma
 Alabama in front of the Market house on Monday
 December 16th 1878, the following described real and
 personal property to wit: all the machinery, tools and
 implements of all kinds belonging to said "The Cahaba
 Coal Company" on the premises of said company in
 Shelby County, which have been used in mining coal

Also the following described real property to wit: 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, East-half of North East-quarter, all
 9-17 in Section (9) nine; and North half of Section Seventeen; also
 an undivided five eighths interest in the following
 tracts Viz: South East-quarter, and South half of North
 East-quarter, and East-half of the South West-quarter and
 East-half of North West-quarter, and North West-quarter
 § of North East-quarter in Section 8 eight, 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
 9 West-quarter of North East-quarter of Section (9) nine; and
 also all the mineral coal with the necessary right of entry
 by roads and such other privileges as may be necessary
 for working the same on the following described lands
 to wit: The South East-quarter and the West-half of the
 4 North West-quarter of Section four (4) and the South
 5 East-quarter of the North East-quarter of Section five (5)
 4 and the North half of South West-quarter of Section four (4)
 5 and the South half of South East-quarter of Section Five (5)
 and the South West-quarter of South West-quarter of
 4 Section four (4) all said lands being in Township Twenty
 20-3W (20) Range (3) Three West in the District of lands subject
 to sale at Tuscaloosa Alabama, And whereas at
 said sale W. B. Nelson of Selma did become the highest
 and best bidder, at and for the sum of Eleven
 Thousand five hundred and Eighty Three + 72/100 Dal-
 lars, and whereas said property was sold to him
 for his said bid, and whereas said W. B. Nelson has
 paid to me the amount of his said bid,
 Now therefore in consideration of the premises and of the
 said sum of Eleven Thousand five hundred and Eighty
 three + 72/100 Dollars to me in hand paid by said Nelson,
 I hereby grant, bargain, sell, release, quit claim and
 convey unto said W. B. Nelson and to his heirs and assigns
 forever, all of the above described property, hereby conveying
 all right, title and interest which was vested in me by
 virtue of said deed of trust, but not intending hereby

to warrant or guarantee the title hereby conveyed to said Nelson, in his ^{rights} ~~name~~ whereof I have hereto set my hand and seal this the 29th day of January 1879,
attest: 1 B H Pierce Henry A Longley ~~Seal~~

2 W B Henderson

Trustee

The State of Massachusetts) I, A Perry Peck a Notary
County of Hampshire) Public a duly commissioned
and qualified Notary Public in and for said State
and County hereby certify that Henry A Longley
whose name as Trustee is signed to the foregoing con-
veyance and who is known to me acknowledged be-
fore me on this day that being informed of the contents
of the conveyance he executed the same voluntarily on
the day the same bears date;

Given under my hand and ~~the~~ and Official Seal this
29th day of January 1879 A Perry Peck
Notary Public

Filed for Record February 20 1879 & Recorded March 13
1879 James T Lesper Judge of Probate