R M Patton &
J R Kenan
To
Jas D Hardy

This agreement made & Executed by & between Robert M. Patton of Lauderdale County and John R. Kenan of Dallas County of the first part and James D Hardy of Shelby County of the second part Witnesseth: That on the 29th of October 1879 the party of the first part sold to the party of the second part the property known as the Shelby Lime Company property

situated at & near Calera in the County of Shelby consisting of several thousand acres of land with the privileges & franchises of said Lime Company & improvements on said lands & also a line house in the City of Selma at and for the sum of Ten thousand dollars Two thousand dollars of which was paid at the time of purchase & eight thousand dollars to be paid in installments of $2000.00 each payable at one two three & four years after the date of said purchase with interest from date and whereas the party of the first part have executed their deed of conveyance to the party of the second part & the party of the second part has executed a Mortgage on said property to the party of the first part to secure the payment of the notes given for the deferred part of said purchase money as they respectively fall due and whereas it was agreed by and between said parties at the time of said sale, that said J. D. Hardy should be authorized and empowered to sell lots and parcels of said Mortgaged premises from time to time as opportunity offered upon condition that the proceeds of such sales should be applied to the payment of said debt as secured by Mortgage as aforesaid — Now therefore the party of the first part in consideration of the premises do hereby authorize and empower the said James D. Hardy bona fide to sell & convey such parts or parcels of said Shelby Lime Company property from time to time as he may think proper upon condition that the proceeds of any sale made by him shall be applied to the payments of the said notes secured to be paid in the order they respectively fall due, and upon the payment of the proceeds of such sales to the holder of said notes in the order in which they respectively fall due; shall discharge the property so sold from the lien of said Mortgage without any release or conveyance from said Patton & Kenan or their legal representatives or assigns And the receipt of the holder or holders of said note or notes for the amount of said purchase money for the lots or parcels of said lands so sold shall be sufficient evidence of the compliance of said Hardy or his vendee with the conditions of this agreement Provided that said Hardy shall not sell any part or parcel of said property in such a way as to weaken or impair the security of said Patton & Kenan under the said Mortgage for the payment of said debt thereby secured.

In witness whereof the said parties of the first part have hereunto set their hands & seals this 22d day of January AD 1880

R. M. Patton (Seal)

J. R. Kenan (Seal)

The State of Alabama } I, W. R. Nelson a Notary Public in & for
Dallas County } said County hereby certify that Robert M. Patton & John R. Kenan whose names are signed to

the forgoing agreement & power & conveyance only are known to me acknowledged before me: on this day that being informed of the contents of this agreement power & conveyance they executed the same voluntarily on the day the same bears date — Given under my hand this 22° day of January AD 1880 W R Nelson

Notary Public Dallas Co Ala

Filed March 5th 1880 & Recorded June 18th 1880.

J. T. Leifer Judge of Probate