Craig. B. H.
Register in Chancery Dallas Co. Ala.
To.
Rich.d T. Wilson

This Indenture made and entered into on this the 5th day of February in the year One thousand eight hundred and Eighty one, by and between Benjamin H. Craig of the City of Selma in the State of Alabama as Register of the Chancery Court of Dallas County in said State of the first part, and Richard T. Wilson of the City County and State of New York of the Second part:

Whereas, heretofore and on the twenty third day of March eighteen hundred and eighty, the Supreme Court of the State of Alabama, made and entered its decree in the suit of Louis H. Meyer, Trustee and others appellants against James Boorman Johnson and John A Stewart Trustees, appellees in the words and figures appearing by the said decree as entered in the office of the Clerk of the said Supreme Court to which decree reference is hereby made for the Contents thereof, with the like effects as if the said decree were herein fully and at large set forth, and

Whereas, under and in pursuance of the said decree, the said party of the first part as Register of the Chancery Court of Dallas County, after giving notice for sixty days of the time, place and terms of the sale, directed by said decree, by publication in the Evening Post a newspaper published in the City of New York and in the Southern Argus a newspaper published in the City of Selma, and in the Louisville Courier-Journal, a newspaper published in the City of Louisville in the State of Kentucky, once in each week, commencing at least sixty days prior to the day of sale, and continuing until and including the week preceding the day of sale, did proceed on the fourteenth day of June, eighteen hundred and eighty to sell, at the door of the Court House, in the City of Selma all the property covered by all, or any of the Mortgage deeds in said decree mentioned, and the rolling Stock in said decree and in the proceedings in the Chancery Court of Dallas County, in the above mentioned suit, called respectively, the "Breed Rolling Stock" the "Equipment Associates Rolling Stock" and the "Welch Locomotives" at public outcry, to the highest bidder, the purchase money to be paid at the times and in the mode in the said decree prescribed; and

Whereas, under and in pursuance of the said decree, the said party of the first part, as Register as aforesaid first, sold as an entirety, all the railroad in the State of Alabama of the Company mentioned in said decree, which was formerly called the Alabama and Tennessee Rivers Railroad Company, and the name of which was afterwards changed to the Selma Rome and Dalton Railroad Company, commen=

ting at the Alabama River in the City of Selma and extending in a north-eastwardly direction through parts of the Counties of Dallas, Autauga, Perry, Chilton, Bibb, Shelby, Talladega, Calhoun and Cherokee, in the State of Alabama to the line of the State of Georgia, and all the franchises, rights, powers and privileges of the said Railroad Company, and all the depots, Station houses, Machine shops, warehouses, tanks, Switches, Turn-Tables and all other Structures and buildings and rights of way and other real estate appurtenant to said Railroad, and also all engines, Cars, locomotives, machinery, tools and implements, and all other personal property belonging to the said Railroad Company, by the name of the Alabama and Tennessee River Railroad Company, or by the name of the Selma, Rome and Dalton Railroad Company, and all rolling Stock, tools, implements, machinery, furniture and all other personal property acquired by the Receiver or Receivers in the above mentioned Suit for use in Connection with the said Railroad, or its business (excepting the three lots of rolling Stock called and known respectively, as the "Brush Rolling Stock" the "Equipment Associates' Rolling Stock" and the "Welch Locomotives"), together as an entirety, and

Whereas, no bid for the said property so first sold less than One Million five hundred thousand dollars, was received by the said party of the first part at said Sale, and upon the biddings for said property having been concluded, the said party of the second part, was found to be the highest bidder for the same he having bidden therefor, the sum of One Million five hundred and three thousand dollars, which was the highest sum bidden at the said sale for such property so first sold as aforesaid and

Whereas, such property so first sold, as aforesaid, was thereupon Struck off to the said party of the Second part, as the purchaser thereof at such sale: and

Whereas, the said party of the second part under and in pursuance of the said decree of the said Supreme Court, and as required thereby, then and there paid to the said party of the first part, as Register as aforesaid, the sum of Two hundred thousand dollars cash, in part payment of his said bid for the said property so first sold as aforesaid: and

Whereas, the said party of the Second part as purchaser as aforesaid, became duly bound and obliged as such purchaser, to pay the balance of his said bid over the said Sum of Two hundred thousand dollars, at such time or Times, and in such Mode or modes as might be prescribed by the Chancery court of Dallas County, in the State of Alabama, under the directions given in said decree to the said Chancery Court and

Whereas at the time and place aforesaid, after the sale of such property directed by the said decree to be first sold, the said party of the first part, as Receiver as aforesaid, under and in pursuance of the said decree, next sold all that rolling stock which was purchased by the receivers in the above mentioned suit from the Iron Gate Guaranty and Indemnity Company, and called in the proceedings in said suit the "Bucd Rolling Stock" in one lot, no bid being received at said sale for the said so called "Bucd Rolling Stock" for a less sum than Seventy five thousand dollars and

Whereas, upon the biddings for said so-called "Bucd Rolling Stock" having been concluded, the said party of the second part was found to be the highest bidder for the same, having bidden therefor, the sum of Seventy five thousand dollars, which was the highest sum bidden at the said sale for the said so-called "Bucd Rolling Stock, and

Whereas, said so called "Bucd Rolling Stock" was thereupon struck off to the said party of the second part as the purchaser thereof at such sale, at the price aforesaid; and

Whereas, the said party of the second part, under and in pursuance of the said decree and as required thereby, then and there paid to the said party of the first part as Receiver as aforesaid, the sum of Seven thousand five hundred dollars in cash, in part payment of his said bid, for the said so called "Bucd Rolling Stock" and he also became bound and obliged to pay the ballance of his said bid at such time or times as might be prescribed by the said Chancery Court and

Whereas, thereafter and at the same time and place aforesaid the said part of the first part as Receiver as aforesaid under and in pursuance of the said decree, next sold all that rolling stock which was purchased by the Receivers in the above mentioned suit under the orders of the said Chancery Court and called in the proceedings in said suit the "Equipment Associates Rolling Stock" in one lot, no bid being received at said sale for the said so-called "Equipment Associates Rolling Stock" for a sum less than sixty five thousand dollars and

Whereas upon the biddings for the said so-called "Equipment Associates Rolling Stock" having been concluded, the said party of the second part, was found to be the highest bidder for the same, having bidden therefor the sum of sixty five thousand dollars, which was the highest sum bidden at the said sale, for the said so-called "Equipment Associates Rolling Stock." and

Whereas said so-called "Equipment Associates Rolling Stock" was thereupon Struck off to the said party of the second part, as the purchaser thereof at such sale at the price aforesaid; and -

Whereas, the said party of the second part under and in pursuance of said decree, and as required thereby, then and there, paid to the said party of the first part, as Register as aforesaid, the sum of Six thousand five hundred dollars in Cash, in part payment of his said bid, for the said so-called "Equipment Associates' Rolling Stock" and he also became bound and obliged to pay the balance of his said bid at such time or times as might be prescribed by the said Chancery Court, and

Whereas, thereafter and at the time and place aforesaid, the said party of the first part as Register as aforesaid, under and in pursuance of the said decree, next sold all that rolling Stock, which was purchased by the Receiver in the above mentioned suit under the orders of the said Chancery Court and called in the proceedings in said suit the "Welch Locomotives" in one lot no bid being received at said sale for said so called "Welch Locomotives" for a sum less than Seventy thousand dollars; and

Whereas, upon the biddings for said so-called "Welch Locomotives" having been concluded, the said party of the second part was found to be the highest bidder, for the same, having bidden therefor, the sum of Seventy thousand dollars, which was the highest sum bidden at the said sale for the said so-called "Welch Locomotives" And

Whereas, the said so-called "Welch Locomotives" were thereupon Struck off to the said party of the second part as the purchaser thereof at such sale, at the price aforesaid; and

Whereas, the said party of the second part under and in pursuance of the said decree and as required thereby, then and there paid to the said party of the first part, as Register, as aforesaid, the sum of Seven thousand dollars in Cash, in part payment of his said bid for the said so called "Welch Locomotives" and he also became bound and obliged to pay the balance of his said bid at such time or times as might be prescribed by the said Chancery Court, and

Whereas, within fifteen days from the day on which said sale was made, the said party of the first part as Register as aforesaid, made and filed in said Chancery Court of Dallas County, in the State of Alabama, a full and detailed report of the said several sales aforesaid, as made by him as aforesaid under the said decree, and of his acts and doings in reference thereto, for the consideration and action of the said Chancery Court thereon; And

Whereas, the said several sales to the said party of the

second part as aforesaid, and upon the terms and for the price above mentioned, were heretofore, to wit on the 26th day of June, eighteen hundred and eighty, duly confirmed by the decree of the said Chancery Court, and by the order and decree of the said Chancery Court, it was and is expressly provided that any of the purchasers of property at the sales above referred to, should be and they were thereby permitted to comply with the terms of said sales and receive conveyances of the property purchased by them, by paying to the Register of the said Chancery Court, the amount of the ballance remaining due upon their respective bids: and

Whereas, by a decree of the said Chancery Court made and entered in said cause, on the second day of February, eighteen hundred and eighty one, It was ordered and decreed, that after the said party of the second part, has made full payment of all the money bid by ~~them~~ for the said Railroad, and other property sold with it as an entirety, and for the said "Breed Rolling Stock" and for the said "Equipment Associates Rolling Stock" and for the said "Welch Locomotives" to the Register of the said Chancery court, the said Register shall execute to the said party of the second part, a good and sufficient deed, in due form, wherein and whereby the said Register shall convey unto the said party of the second part, the said Railroad and the property sold together with it as an entirety, and the said "Breed Rolling Stock" and the said Equipment Associates Rolling Stock" and the said "Welch Locomotives" and

Whereas, the said party of the second part, has duly complied with the terms and conditions of said sales, and has fully paid to the said party of the first part as Register as aforesaid the amount of the ballance remaining due upon his bid for the said railroad and the other property, sold together with it as an entirety, as aforesaid to wit the sum of One Million three hundred and three thousand dollars, and he has also fully paid to the said party of the first part as Register as aforesaid, the amount of the ballance remaining due upon his said bid for the said "Breed Rolling Stock" to wit - the sum of Sixty Seven Thousand and five hundred dollars, and he has also fully paid to the said party of the first part as Register as aforesaid the amount of the balance remaining due upon his said bid for the said "Equipment Associates Rolling Stock"

bowit the sum of fifty eight thousand and five hundred dollars, and he has also fully paid to the said party of the first part as Reg= istor as aforesaid, the amount of the ballance remaining due upon his said bid, for the said "Nilch Locomotives" bowit the sum of Sixty three thousand dollars and

Whereas, the said party of the second part as purchaser as aforesaid, having in all respects Complied with and fulfilled all his under= takings and obligations as such purchaser as aforesaid, and hav= ing thereby, and under and by virtue of the aforesaid decree, and the said sales made thereunder became entitled to a Conveyance of the several lots of property, so purchased by him as aforesaid

Now therefore, this indenture witnesseth; That in Consideration of the premises and of the sum of One Million, Seven hundred and thirteen thousand dollars, paid by the said party of the second part, to the said party of the first part as herein before stated, the receipt whereof is hereby acknowledged, and under and by virtue and in fulfillment of the provisions of the said decree of the supreme Court of the State of Alabama and the orders and decrees of the said Chancery Court made in pursuance thereof, the said party of the first part as Registor as aforesaid, hath granted, bargained, sold, aliened, remised released, Conveyed and Confirmed and by these presents doth grant, bargain sell, alien, remise, release, Convey and Confirm unto the said party of the second part and unto his heirs and assigns forever, all the Railroad in the State of Alabama of the said Company mentioned in the said decree which was formerly Called the Alabama and Tennessee Rivers Railroad Company and the name of which was afterwards changed to the Selma Rome & Dalton Railroad Company, Commencing at the Alabama River in the City of Selma, and extending in a Northeastwardly direction through parts of the Counties of Dallas, Autauga, Perry, Chilton, Bibb, Shelby, Talladega Calhoun and Cherokee in the state of Alabama to the line of the State of Georgia and all the franchises, rights powers and privileges of the said Railroad Company, and all the depots, Station-houses, Machine shops, warehouses, tanks, switches turntables and all other structures, and buildings and rights of way, and other real estate appurtenant to said Railroad, and also all engines, Cars, locomotives, Machinery, Tools and implements and all other personal property belonging to the said Railroad Company by the name of the Ala= bama and Tennessee Rivers Railroad Company or by the name of the Selma Rome and Dalton Railroad

Company and all the rolling stock tools, implements, machinery, furniture and all other personal property acquired by the Receiver or Receivers, in the above mentioned suit, for use in Connection with the said Railroad or its business; and also all that rolling stock which was purchased by the Receivers in the above mentioned suit from the New York Guaranty and Indemnity Company and called in the proceedings in said suit the "Breed Rolling Stock" and also all that rolling stock which was purchased by the said Receivers under the Orders of said Chancery Court and called in the proceedings in said suit the "Equipment Associates Rolling Stock" and also all that rolling stock which was purchased by the said Receivers under the orders of the said Chancery Court and called in the proceedings in said suit the "Welch Locomotives" together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining and the reversion, reversions, remainder and remainders, rents, issues and profits thereof. To have and to hold the above granted, bargained and described premises and property with the appurtenances unto the said party of the second part and unto his heirs and assigns forever, to his and their own proper use benefit and behoof forever.

In witness whereof, the said party of the first part as Register as aforesaid hath hereunto set his hand and seal on the day and year first above written

Signed sealed and delivered in the presence of } B. H. Craig (seal)
P. G. Wood } Register
Edwd W. Pettus

The State of Alabama } I Pleasant G. Wood, Judge of the Probate
Dallas County } Court in and for the County and state aforesaid, hereby certify that Benjamin H Craig whose name is signed to the foregoing Conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the Conveyance he as Register in Chancery for the Chancery Court of the County of Dallas in the state of Alabama executed the same voluntarily on the day the same bears date – Given under my hand on this the 5th day of February A D 1881.

P. G. Wood Probate Judge

Filed for Record Feby 25th 1881 & Recorded March 5th 1881
J. T. Leeper Judge Probate.