Cheney A. D.
W. H. Lee
&
J. D. Hardy
Agreement.

This agreement made and executed by and between A. D. Cheney, and W. H. Lee, of Shelby County, Ala, of the first part, and J. D. Hardy of the same place, of the second part. Witnesseth + That on the 3rd day of May 1882. the parties of the first part sold and conveyed to the party of the second part, their respective third interest in the property real and personal, owned by J. D. Hardy & Co, consisting of several thousand acres of land with appurtenances, & the privileges & franchises formerly belonging to the Shelby Lime

Company, together with the debts & demands due said firm of J. D. Hardy & Co. at & for the sum of Ten thousand dollars, being Five thousand dollars, respectively to the said Cheney and Lee, it not being a joint purchase by them, Two hundred and fifty dollars of which was paid at the time of the purchase, to each of said parties of the first part, and nineteen promissory notes of $2500 each due every six months after the 3rd of May 1882, the date of said notes given to each of said Cheney and Lee, making thirty eight notes in all, with interest, and the party of the second part has executed a mortgage on said property, to each of the said parties 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 sales that said J. D. Hardy should be authorized to sell lots and parcels of said mortgaged premises from time to time as opportunity offered. Now therefore the parties of the first part, to this agreement, in consideration of the foregoing premises, do hereby authorize and empower, the said J. D. Hardy, bona fide to sell and convey such parts or parcels of the property formerly known as Shelby Lime Company, property, from time to time as he may think proper, and such sales by J. D. Hardy shall discharge the lots or parcels of land from the lien of said mortgages made respectively to said Cheney and Lee without any release, or conveyance, from said Cheney and Lee, or either of them, or their legal representatives or assigns. Provided that said Hardy shall not sell parcels or lots of land, in such manner as to weaken or impair the security of said Cheney or Lee respectively, under the said respective mortgages for the payment of said debts thereby

securities. In witness whereof, the said parties of the first part have hereunto set their hands & seals, this the 5 day of May. 1882.

A. D. Cheney. (Seal)
Wm. H. Lee. (Seal)

State of Alabama, Shelby County.
I. H. L. Oliver, a Notary Public in and for said County hereby certify that A. D. Cheney and W. H. Lee, whose names are signed to the foregoing ~~conveyance~~, agreement & power to convey & who are known to me, acknowledged before me, on this day, that being informed of the contents of this agreement, power, and conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this the 5 day of May, A. D. 1882.

H. L. Oliver.
N. P. ex-off. J. P. S. C.

Filed Oct. 13/82 & recorded Dec. 7/82.

James T. Leeper.
Judge of Probate.