Mobile and Selma Coal Mining Co. To Montevallo Coal and Transportation Company.

This Indenture made and entered into this the Twentieth day of December, in the year of our Lord, one thousand eight hundred, and Eighty two, by and between the Mobile and Selma Coal Mining Company, a body corporate under the laws of said state party of the second part. Witnesseth-

Whereas at a meeting of the Stockholders of the said Mobile and Selma Coal Mining Company, duly called and held in the city of Selma, Alabama, on the 9th day of June A.D. 1882, a majority in interest and amount of the capital stock of said company being then and there represented, the following preamble & resolution were unanimously adopted, viz:

Whereas the mines of this Company can no longer be profitably worked, and the lease between the Company, and Truman H. Aldrich, under which said mines have been for several years past worked is to be surrendered, and whereas it is deemed necessary and advisable to close up the business of the Company, pay off its outstanding obligations

and distribute its remaining assets, if any, and to that end it is necessary that some disposition should be made of the property of the Company, therefore be it Resolved: That the Board of Directors be and they hereby are authorized and instructed to negotiate upon such terms as shall seem to them best, a sale of all the real and personal property, and assets generally of the Company including the Rail Road, tram ways mines machinery easements rights of way and privileges and appurtenances of every kind belonging to or claimed, possessed held and enjoyed by said company or its lessee, subject however to the rights of the beneficiary in a certain deed of mortgage executed by the Company to B.D. Baker, bearing date Dec. 2nd 1874, and upon making said sale to cause to be executed and delivered to the purchaser, in the name of the company by the President and Secretary thereof a good and sufficient deed of the same: also to assign and transfer or release all right, claim and demands of the Company under the lease of the property executed by the Company to Truman H. Aldrich, And whereas at a meeting of the Board of Directors of said Mobile and Selma Coal Mining Company, held in the city of Selma on the 9th day of June, A.D. 1882, a majority of the said Board, being present, the following preamble and Resolution were unanimously adopted, viz: Whereas at a meeting of the Stockholders of this Company this day held, this Board is duly authorized to sell and convey upon such terms, as shall seem to them best the real and personal property, and assets generally of the Company and also to assign, transfer or release the lease between the said Company and Truman H. Aldrich and whereas the said Truman H. Aldrich, has proposed to purchase of and from, said Company all of its property aforesaid including its interest in said lease and to pay therefor the sum of Fifty dollars, and the same appearing to the Board to be a favorable proposition for the Company and the price named the full value, of the property, subject to the balance due upon the mortgage, therefore be it Resolved: that the proposition of the said Truman H. Aldrich be and the same is hereby accepted, and the

President and Secretary of this Board, authorized and instructed to enter into a written contract with him for the sale of said property, and to execute and deliver to him or to his order or assigns, upon payment of the purchase money, a good and sufficient deed, of all the property real and personal, with all easements, Rail Roads, tramways, priviliges and appurtenances, possessed, held, and enjoyed by said Company, subject however, to the mortgage executed by the Company to P. D. Barker, Trustee, and to assign transfer, release, and discharge the lease executed by said Company to said T. H. Aldrich, and release and discharge him from all claims and demands, growing out of the same. And the said Truman H. Aldrich, having ordered and requested that the title to said property, be conveyed to the said party of the second part, the said party of the first part, for and in consideration of the premises above recited and the sum of Fifty Dollars to it in hand paid, the receipt whereof is hereby acknowledged has granted, bargained and sold, and by these presents doth, grant, bargain, sell and convey unto the said party of the second part, the following described real estate to wit: the west half of the south east quarter, the north half of the South west quarter, and the South west quarter of the north west quarter of section nineteen (19) Township, twenty two (22) Range three (3) west: the North west quarter of the North East quarter; the South half of the north east quarter and the North East quarter of the South East quarter, of section twenty four (24) Township twenty two, (22) Range four west (4): the East half of the South East quarter of section twenty three (23) township twenty two (22) Range four (4) west: the East half of fractional section, twenty six (26) and all of fractional section twenty five (25) township twenty two (22) Range four (4) west; all of fractional section thirty (30) township twenty two (22) Range three (3) west: also the South half of the South west quarter, of section nineteen (19) township twenty two (22) Range three (3) west: the south half of the South east quarter of section twenty four (24): township twenty two (22) Range four (4) west: the west half of the north west quarter, of section five (5) township twenty four (24) Range twelve (12) east: the north east quarter, and the East half of the north west quarter, and the north East quarter of the South west quarter, the north west quarter of the South East quarter, of section six (6) township twenty four (24) Range (12) twelve east, all lying and being in Shelby County in the State of Alabama, which said discription of lands is intended to include all the real estate of the said party of the first part in said County of Shelby, and the said party of the first part hereby

further grant, bargain, sell, and convey unto the said party of the second part, its rail roads, tram ways side tracks and branch rail ways in said County, and all its rights and privileges to use the same or any property of like description in said County, and also a certain contract in writing made and ~~executed~~ entered into by and between William P. Browne and wife of the Alabama Coal Mining company, bearing date the 19th day of February 1856, and all the rights and privileges arising from or growing out of said contract to which said Browne & wife or either of them or ~~either~~ assigns or the assigns of either of them are or may become in any manner entitled, To have and to hold the same together with all the tenements, hereditaments, rights, privileges & appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors, and assigns forever, subject nevertheless to the trust deed to P. D. Barker, Trustee above recited. In witness whereof the said Mobile and Selma Coal mining Company hath hereunto set its hand and seal, in the form of a (The said company not having any common seal) the day and date first above written.

attest W. M. Brooks } The Mobile and Selma Coal Mining Company
L. Cochran. } By Charles M. Shelby. President
Char. Turner } and Prelate D. Barker. Secretary.
W. M. Brooks. }

State of Alabama. } I, S. Roman, a Notary Public in and for said State and
Montgomery County } County, hereby certify that Prelate D. Barker, whose name is signed to the foregoing conveyance as Secretary, and who is known to me acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily as Secretary of the Mobile & Selma Coal Mining Company, on the day the same bears date.
Given under my hand this 20th day of December, 1882. S. Roman. N. P. M. Co.

State of Alabama. } I, James L. Evans, Clerk and Register of the city
Dallas County. } Court of Selma, hereby certify that William M. Brooks a subscribing witness to the foregoing conveyance, known to me, appeared before me this day and being sworn stated that Charles M. Shelby as President & P. D. Barker as Secretary, of the said Mobile & Selma, Coal Mining Company, the grantors in the above deed, being thereunto duly authorized, voluntarily executed the same, in the name and in behalf of said company in his presence, and in the presence of the other subscribing witness on the day the same bears date, that he attested the same in the presence of said President and Secretary of said Company and of the other witness, and that such other witness attested the same in his presence, Given under my hand this 28th day of December, 1882. J. L. Evans, Clk. & Regst.

Filed December 28th 1882 & recorded Jan. 23rd 1883.
J. T. Leeper, Judge of Probate.