

Lafley J. W.
+ others
To
Shelby Lime
Company

The State of Alabama. I This instrument made and
Shelby County. Sent in this day of
Eighteen hundred and ninety six and be-
tween John W. Lafley John R. Russen, Virgil
H. Gardner Alfred V. Gardner and Edward T. Watts
of the first part, and "The Shelby Lime Company"
a body corporate of the State & County aforesaid
of the second part. Witnesseth: That the lands and
other property hereinafter designated and described
belong to the said Shelby Lime Company as
Capital Stock thereof & so far as the said land
shall not have been duly regularly conveyed
to the said Shelby Lime Company and may in
any manner in whole or in part, be vested in
the parties comprising the parties of the first part,
or either of them, as above named the said parties
mentioned as a party of the first part, for valuable
and sufficient consideration received by them have
granted, bargained, sold & conveyed and do by this
instrument, grant, bargain, sell and convey unto the
said party of the second part - the Shelby Lime
Company to be as Capital Stock thereof, all the
right, title & interest legal or equitable of the said
parties and each of them in and to the follow-
ing specified and designated lands: that is to say
all the right title & interest of the parties of the first
part, jointly severally in and to the East half ($\frac{1}{2}$)
of the South East quarter ($\frac{1}{4}$) of section ($\frac{1}{4}$) ten and the
South half ($\frac{1}{2}$) of the South west quarter ($\frac{1}{4}$) and the
South West ($\frac{1}{4}$) quarter of the South West quarter ($\frac{1}{4}$) of section
eleven (11). The north half ($\frac{1}{2}$) and the East half ($\frac{1}{2}$)
of the South West quarter ($\frac{1}{4}$) and the West half ($\frac{1}{2}$)
of the South East quarter ($\frac{1}{4}$) and the South West
quarter ($\frac{1}{4}$) of the South West quarter ($\frac{1}{4}$) of section four-
teen (14). The north half ($\frac{1}{2}$) of the South East quarter
 $\frac{1}{4}$ and the South West quarter ($\frac{1}{4}$) of the South East
quarter ($\frac{1}{4}$), and the East half ($\frac{1}{2}$) of the South west
quarter ($\frac{1}{4}$), and the South half ($\frac{1}{2}$) of the North half ($\frac{1}{2}$)
and the north East quarter $\frac{1}{4}$ of the North East quarter
 $\frac{1}{4}$ of section fifteen (15). The south half ($\frac{1}{2}$) and the
North ($\frac{1}{2}$) of the South half ($\frac{1}{2}$) and the South half ($\frac{1}{2}$)
of the South west quarter $\frac{1}{4}$ of section eighteen (18)
The South East quarter ($\frac{1}{4}$) and the East half ($\frac{1}{2}$)
of the South west quarter ($\frac{1}{4}$), and the South half ($\frac{1}{2}$)
of the north East quarter ($\frac{1}{4}$) of section seventeen (17)
The North West quarter ($\frac{1}{4}$) of the North West quarter ($\frac{1}{4}$)
and the North East quarter $\frac{1}{4}$ of the North East quarter ($\frac{1}{4}$)
of section twenty (20), and all that portion of the

South-East fractional quarter ($\frac{1}{4}$) of said section twenty (20) lying South of the Selma Rome & Dalton Rail road so called, The West-half ($\frac{1}{2}$) and the South-East fractional quarter ($\frac{1}{4}$) of section twenty one (21), and all that portion of the North-East quarter ($\frac{1}{4}$) of said section Twenty one (21) situated South of the said Selma Rome & Dalton Rail Road, and all that portion of the West-half ($\frac{1}{2}$) of the North-East quarter ($\frac{1}{4}$) of said section twenty one (21), lying west of the traveled road commonly called the Kershaw road, the West-half ($\frac{1}{2}$) of the South-West fractional quarter ($\frac{1}{4}$) and that portion of the West-half ($\frac{1}{2}$) of the North-West quarter ($\frac{1}{4}$) of section twenty two (22) lying south of the said Selma Rome & Dalton Rail Road, and the East-half ($\frac{1}{2}$) of the North-West quarter ($\frac{1}{4}$) and that portion of the West-half ($\frac{1}{2}$) of the North-East quarter ($\frac{1}{4}$) of said section twenty two (22) lying north of the said Selma Rome & Dalton Rail Road, and the North-East quarter of the North-West-quarter ($\frac{1}{4}$) of section twenty three (23) all the above mentioned or described lands being in Township twenty two (22), Range two (2) West, also the North-West quarter ($\frac{1}{4}$) of the North-West quarter ($\frac{1}{4}$) of section one (1) is the East-half ($\frac{1}{2}$) of the North-West-quarter ($\frac{1}{4}$) and the North-West-quarter ($\frac{1}{4}$) of the North-East quarter ($\frac{1}{4}$), and the North-East-quarter ($\frac{1}{4}$) of the North-West-quarter ($\frac{1}{4}$), and the South-West-quarter ($\frac{1}{4}$) of the North-West-quarter ($\frac{1}{4}$), and the South-West-quarter ($\frac{1}{4}$) of the North-West-quarter ($\frac{1}{4}$) of the South-West-quarter ($\frac{1}{4}$) of section two (2). The East-half ($\frac{1}{2}$) of the North-West-quarter ($\frac{1}{4}$) and the South-East-quarter ($\frac{1}{4}$) of the South-West-quarter ($\frac{1}{4}$) of section three (3), and the North-half ($\frac{1}{2}$) of the North-East-quarter ($\frac{1}{4}$), and the South-West-quarter ($\frac{1}{4}$) of the North-East-quarter ($\frac{1}{4}$), and the South-West-quarter ($\frac{1}{4}$) of the North-East-quarter ($\frac{1}{4}$), and the East-half ($\frac{1}{2}$) of the South-West-quarter ($\frac{1}{4}$), and the North-West-quarter ($\frac{1}{4}$) of the South-East-quarter ($\frac{1}{4}$) of section ten (10) all in Township twenty four (24) and Range thirteen (13) East. Also the timber right purchased of one William Williams and conveyed by him to the Shelby Lumber Company by deed of January 17th 1860 - being the right to all the timber above eight inches in diameter on the South-East-quarter ($\frac{1}{4}$) of the South-East-quarter ($\frac{1}{4}$) of section three (3) and the South-West-quarter ($\frac{1}{4}$) of the South-West-quarter ($\frac{1}{4}$) of section ten (10) Township twenty two (22) Range two (2) West. Also the stone wood & timber being to be in, upon and under the following designated and described tracts of land to wit:- The East-half ($\frac{1}{2}$) of the North-West-quarter ($\frac{1}{4}$), and the West-half ($\frac{1}{2}$) of the North-East-quarter ($\frac{1}{4}$), and the South-East-quarter ($\frac{1}{4}$)

of the North East quarter^{1/4} & section twenty four (24) and the South East fractional quarter^{1/4} of said section twenty four (24) Township twenty two (22) Range three (3) West; excepting therefrom forty acres in the East end and formerly belonging to Horace Butler, with the exception of such reservation as are set forth stipulated in an indenture and agreement dated July 30th 1809 made and entered into by and between Virgil H. Gardner and John W. Lapley parties of the first part, and Lemuel J. Hale and John R. Kenan parties of the second part and recorded Nov. 2nd 1809 pages 180 to 187 Book N. in the office of the Judge of Probate of Shelby County said reservations being in favor of the said Lemuel J. Hale, his heirs and assigns, and applying only to the last above mentioned tracts of land being in said section twenty four (24) Township (22) twenty two and range three (3) West, and with the exception also of a reservation in favor of said Hale his heirs and assigns of the right of way for themselves their servants, teams and vehicles across the above mentioned North East quarter^{1/4} of the North West quarter^{1/4} or section Five (5) in township Twenty four (24) Range Thirteen (3) East herein above mentioned from one portion of his or their adjoining land to the other and to the Tuscaloosa & Dalton Rail Road: provided always, that this right shall be so exercised as to cause as little inconvenience to the said party of the second part its successors or assigns as practicable: all of the said land above mentioned, embracing also all the stone, wood and timber rights as above set forth being in the state and county aforesaid and in the district of land formerly subject to sale at the United States Land office at Tuscaloosa. The said Virgil H. Gardner and John W. Lapley above mentioned as parties of the first part hereby reserving to themselves the right to take & carry away so much of the wood and timber on the lands aforesaid as is mentioned and set forth and agreed upon by the terms and stipulations of an indenture or agreement made and entered into on the 21st day of April 1809 by and between Virgil H. Gardner John W. Lapley Lemuel J. Hale John R. Kenan and Edward T. Walls and recorded on pages 188 to 194 in Book "N." in record of deeds at the office of the Judge of Probate of the State & county aforesaid that is to say the said John W. Lapley and Virgil H.

Gardner reserve to themselves the right to take and carry away so much of the wood and timber, as they may need or require for their own use respecting on the following named and designated tracts of land, to wit: the South half ($\frac{1}{2}$) and the East-half of the South West quarter ($\frac{1}{4}$) and the West-half ($\frac{1}{2}$) of the South East quarter ($\frac{1}{4}$), and the South West quarter ($\frac{1}{4}$) of section fourteen (14) The North half ($\frac{1}{2}$) of the South East quarter ($\frac{1}{4}$) and the South West quarter ($\frac{1}{4}$) of the South East quarter ($\frac{1}{4}$), and the East-half ($\frac{1}{2}$) of the South West quarter ($\frac{1}{4}$) and the South half ($\frac{1}{2}$) of the North half ($\frac{1}{2}$) and the North East-quarter ($\frac{1}{4}$) of section fifteen (5). The North East-quarter ($\frac{1}{4}$), of the North West quarter ($\frac{1}{4}$) of section twenty three (23). The South East-quarter ($\frac{1}{4}$) and the South half ($\frac{1}{2}$) of the South East-quarter ($\frac{1}{4}$) of section seventeen (7). the North West-quarter ($\frac{1}{4}$) of the North East-quarter ($\frac{1}{4}$) of section twenty (20) and the North West-quarter ($\frac{1}{4}$) and the South East-quarter of the North East-quarter ($\frac{1}{4}$) and the South East fractional quarter ($\frac{1}{4}$) of section twenty one (21), it being understood and agreed upon by the said Virgil H. Gardner and John W. Laphley that the said reservation contemplates the right to the use of such wood and timber for private purposes only, but not for sale or commerce To have and to hold all and singular, the right title and interest in and to the lands aforesaid a herein and hereby granted sold & conveyed to the said party of the second part - with the appurtenances thereto belonging or appertaining, and the right title and interest in and to the timber, stone & wood granted sold and conveyed as aforesaid: to the said party of the second part - the said Shelby Lime Company its successors and assigns forever with the right at all times to enter upon the said lands, as to which the right to timber, wood & stone is conveyed freely and without molestation (but with proper care respecting the interests of the owner or owners of the soil) for the purpose of cutting the timber and wood, of quarrying the stone and removing the same at pleasure, The lands aforesaid, the right title and interest in and to which, & the parties of the first part are herein and hereby granted, sold and conveyed including the timber, wood and stone rights aforesaid were all really and in fact the property of the said party of the second part, and belonged and do belong to the said party of the second part although the legal titles to some portions thereof, may be in some one or more of the parties of the first part the object of this nio-

denture being to consolidate; and clearly to define
 the rights & titles of the party of the record party in and
 to each and every portion of the tracts and parcels
 of land, and the timber and stone, the right title
 and intent of the parties of the first party and each
 of them are herein and hereby conveyed; whatever
 that right title and intent may be. This Inden-
 ture is subject to the following explanations and
 conditions: that is to say, that all the right title
 and intent embraced or intended to be embraced
 in this Indenture are and shall be subject to
 the terms of a contract and agreement heretofore
 under date of 28th day of September 1867 entered
 into by and between the said party of the record
 party, with C. P. Turner, Jr. for the conditional sale
 by the said party of the record party therein named
 of a portion of its stock & property to the said C. P.
 Turner Jr. the said lands, and wood, timber or stone
 being in fact the property of the party of the sec-
 ond party and constituting a portion of its capi-
 tal stock at the time of the making of the said
 contract with the said C. P. Turner Jr. It is further
 stipulated and provided that any exchange of any
 portion of said lands which may have been made
 by or in behalf of the said party of the record party
 with James M. Huggins and conveyance to said
 Huggins of any portion of the land aforesaid, shall
 be and the same is hereby ratified & confirmed ac-
 cording to the terms of such conveyance; and that
 to John F. M. Welch is and shall be reserved that
 certain portion of Section Twenty-one (21) Township
 Twenty two Range two west contained in a bond for
 title from Abram Butler to said Welch and John
 K. Patterson, bearing date 23rd December 1869,
 and assigned by said Welch and Patterson to the
 party of the record party specified in an agreement
 between the party of the record party and the said
 Welch to be conveyed to the latter or to his assigns
 and supposed to be about seventy acres; said seventy
 acres being omitted in the description of land be-
 longing to the said party of the record party
 as herein above set forth. Ann. A. Lapley, wife of
 John N. Lapley, Margaret L. Gardner, wife of Vir-
 gil H. Gardner, Maria L. Keenan, wife of John R.
 Keenan, and Louis M. Walls wife of Edward J. Walls
 for valuable and sufficient considerations by them
 received at and before the sealing and delivery
 of this indenture your in the execution of this

indenture for the purpose of conveying and relinquishing to the said party of the second part, the Shelly Lime Company they each do hereby convey and relinquish their right of dominion respectively in & to the herein before designated tracts or parcels of land and and appurteaments to the extent that the same is conveyed to the party of the second part in and by the terms of this indenture to the said Shelly Lime Company In testimony whereof the said parties of the first part and the said Ann A. Lapley, Margaret L. Gardner Maria L. Keenan and Louisa M. Watts have hereunto set their hands and seals the day and year herein first above written

Witnessed at J. R. Keenan
& Mrs. J. Keenan by
J. N. Deyarn part
Rev. L. D. King

A. W. Lapley
G. V. Gardner
J. R. Keenan.
Mrs. J. Keenan
V. H. Gardner.
M. L. Gardner.
A. A. Lapley.

Deal
Deal

The State of Alabama

Dallas County } I, J. F. Connolly Judge of the
Probate Court said County hereby certify that J. N. Lap-
ley, A. A. Lapley V. H. Gardner M. L. Gardner & G. V. Gardner
whose names are signed to the foregoing conveyance, and
who are known to me acknowledged me before me on this day
that being informed of the contents of the conveyance
they executed the same voluntarily on this day the same
year date,

Swin under my hand this 15th day of February A.D. 1891.

J. F. Connolly Judge of Probate
Filed Oct. 27th 1894 & recorded.

J. T. Leeper. Judge of Probate.