~~The State of~~
Gardner V. H.
& Jno. W. Lapsley
To
S. J. Hale
J. R. Kennan
& E. T. Watts

~~The State of Dallas Co~~

The State of Alabama. } This Indenture made this
Dallas County } Thirty first day of April A. D.
Eight teen hundred and fifty Nine (1859) by and
between Virgil H. Gardner and John W. Lapsley of the first
part, and Samuel J. Hale John R. Kennan and Edward T.
Watts of the second part: all of the State aforesaid. Witnesseth
That the parties of the first part, for and in consideration
of the sum of one thousand & fifty Dollars to them paid
by the parties of the second part, at and before the sealing
and delivery of this indenture have granted, bargained
sold & conveyed and do by this indenture grant, bargain

sell and convey the said parties of the second part their heirs and assigns (subject to the conditions remainder herein after stipulated) all their right title, interest in and to their undivided fifth parts of the following specified tracts of land: that is to say; the North West quarter; and the So. East quarter of the North East quarter, and the South West fractional fourth of the section thirty one, in township twenty two and range two west; also of the North East quarter of the North West quarter and South West quarter of the North
(10) 2 West quarter of section two in township twenty four and range thirteen East: all in the County of Shelby in the district of land subject to sale at Tuscaloosa Alabama, the whole of said land to be owned and held in common by all the parties to this indenture so as to make each the owner of one undivided fifth part to be used and enjoyed by them their heirs and assigns as a company for the manufacture of lime & for the cultivation and such other purposes as may be required in the joint business of all the parties who are associated under the name of the Shelby Lime Company in the county of Shelby for the purpose of making and selling lime.
Provided and it is hereby stipulated that John R. Keenan shall have the sole and exclusive enjoyment and occupancy of so much of the land in section thirty one where he now resides as he may desire for the use of himself and family without charge (not exceeding four acres) so long as he may desire to occupy the same as a residence. with the right to put upon the same such improvements as may be convenient or desirable: with the understanding and agreement that he shall keep and ~~occupy~~ an account of the expenditures for this purpose, including what he has already expended in improvements on said place out of his own means: and that if at any time he shall desire to leave said place: or whenever he shall cease to reside there the same shall belong jointly to the parties to this Indenture their heirs or assigns upon their paying to the said John R. Keenan his heirs or legal representatives the amount he may have expended or may expend of his own means in and about said improvements, to be paid by the said Shelby Lime Company. In testimony whereof the said parties have hereunto set their hands & seals the date first above written. V. H. Gardner. (Seal) L. J. Hale (Seal)
J. R. Keenan (Seal) E. J. Walls. (Seal)

The State of Alabama } Before the undersigned, a Jus=
Dallas County } tice of the Peace in and for the County aforesaid, personally appeared Virgil A. Gardner John W. Lapsley, Lemuel J. Hale, John R. Kennan Edwards T. Watts whose names are signed to the above written deed and who are personally known to me, and severally acknowledged ~~before me~~ that being informed of the contents of the conveyance they voluntarily executed the same on the day the same bears date.

Given under my hand this 22 day of April 1899.

Jno. W. Strong J.P.

Filed Apl. 22 1899 & recorded.

James T. Leeper. Judge of Probate.