Hardy J. D. and Wife To N. B. Holt.

State of Alabama } Know all men by these presents: That
Shelby County } whereas heretofore to-wit: on the 11 day of February 1885; I J. D. Hardy entered into a contract and agreement with Moses Bros. and J. R. Adams, wherein and whereby for the consideration of one hundred dollars to me, cash in hand paid and for the further consideration of Twenty three thousand, nine hundred dollars therein agreed and undertaken to be paid to me by said parties within four months thereafter, I the said J. D. J. D Hardy did agree to sell, transfer and convey unto said parties a four fifths undivided interest in all the real and personal property then owned by me in said County of Shelby except the residence then occupied by me, on the corner of Patton Street and Montgomery Avenue and hereinafter more particularly described and except the household furniture contained therein; said personality contained therein agreed to be transferred to included and to embrace all the horses, mules, wagons, carts, machinery, tools, dry goods, groceries, merchandise then owned by me in said County and all mortgages and liens then held by me on any and all of the real and personalty property & then held or had held in said County; And whereas the time in which said sum of Twenty three Thousand nine hundred dollars was to have been paid has been extended by me until the 11 day of August 1885; and whereas it was further undertaken and agreed by me upon the payment of said sum to execute to said Moses Bros. and J. R. Adams good and sufficient warranty titles to all of said real and personal property agreed to be sold and conveyed in said contract and to release the same of all liens and incumbrances of every nature whatsoever. And whereas said parties have paid said sum of Twenty three thousand Nine hundred dollars and have requested that conveyance of said property be made to N. B. Holt who is to hold the same subject to the conditions and for the purposes set out and specified in a certain instrument in writing executed by and between the said Moses Bros. and J. R. Adams parties of the first part and the said N. B. Holt party of the second part bearing date the 20th day of February 1885; and endorsed by me on the back thereof as the agreement herein referred to and mentioned. Now therefore in pursuance of the terms and provisions of said contract of February 11 1885; and in consideration of the payment of the said sum of Twenty four thousand dollars the receipt of which is hereby acknowledged, I the said J. D. Hardy do sell, transport and assign to said N. B. Holt and undivided four fifths interest in and to all the personal property owned by me in said County of Shelby on said 11 day of February 1885; embracing all horses, mules, wagons, carts, machinery,

tools, dry goods, groceries, merchandise and all other personal property except the household furniture hereinbefore excepted and an undivided four fifths interest in and to all mortgages and liens on any real or personal property I then had or thereafter held in said County and also all notes, accounts, mortgages and liens which I now hold for or on any of the real property or personal property which was owned by me at that date and have since been sold except for merchandise, liens, & Lumber. And we the said J.D. Hardy and Louisa Hardy, his wife, do further more in pursuance of the Contract and in consideration of said payments grant, bargain, sell and convey to the said N.B. Holt the following real estate situate in said County, to-wit: E½ of SE¼ Sec 10; S½ of SW¼ & SW¼ of SE¼ of Section 11. N½ & E½ of SW¼; SW¼ of SW¼ of Section 14. E½ of NE¼ & SW¼ of NE¼, and S½ of NW¼ & N½ of SE¼ & SW¼ of SE¼ & E½ of SW¼ of Section 15. N¼ & N½ of S½ & S½ of SW¼ of Sec. 16. SE¼ & S½ of NE¼ & E½ of SW¼ of Sec. 17; NW¼ of NW¼ & NE¼ of NE¼ and about ten acres in the SE fraction quarter South of the Selma, Rome & Dalton R.R. except 8 or 9 acres, the portion sold to David Adams of Sec 20; W½ & all of the NE¼ South of the S.R.&D. R.R. and all W½ of NE¼ West of the Hawkins dirt road. So called, and the SE frac¼ of Sec 21; NE¼ of NW¼ & all of the NW¼ of NW¼ South of said Railroad & W½ of S½ of NW¼ of Section 22. The N½ of NW¼ SW¼ of NW¼ & W½ of SW frac¼ of Sec 23. The SE¼ & S½ of NE¼ of Sec 19; SW¼ & SW¼ of NW¼ of Sec. 20. E½ of SE frac¼ & SW¼ of SE frac¼ & SE¼ of NE¼ of Sec. 22. All of said lands being in Township 22 Range 2 West. And the NW¼ of NE¼ & NE¼ of NW¼, SW¼ of NW¼ NW¼ of SW¼ of Sec 2; NW¼ of NW¼ of Sec 3; E½ of SW¼ & NW¼ of SE¼, N½ of NE¼ & SW¼ of NE¼ of Section 10; SE¼ of SW¼ & SW¼ of SE¼ of Sec 3; E½ of NE¼ of Sec 2; N½ of NW¼ of Sec 1; and one acre in the north East corner of NE¼ of SE¼ Sec 6. All of said lands lying and being in Town 24, Range 13 East. And also the wood and timber rights in and upon the S½ of S½ of NW¼ & W½ of SW frac¼ of Sec 22; S E¼ of S E¼ of Sec 9; SW¼ of SW¼ of Sec 10; all in Town 22 Range 2 West - and NW¼ of NW¼ Sec 1; E½ of NE¼ Sec 2; Town 24 Range 13 East; And all other lands, rights or interest in lands, woods, timber, stone and Mineral in upon and under any lands owned by me on said 11 day of February 1885; Except such parts and parcels of said several tracts or parcels of land as may have been sold by me the said Hardy or by J.D. Hardy & Co prior to the 11 day of February 1885, a memorandum and description

of which is hereto attached as Exhibit A, and made a part of this deed, and except also the residence occupied by me in the town of Calera Alabama, situated at the corner of Patton Street and Montgomery Avenue and the land upon which the same is situate adjacent thereto lying between said Avenue and Orchard Street & extending to Smith Street not to exceed in quantity four acres, and not to embrace any street or parts of streets as laid out in the town of Calera and if four acres cannot be thus obtained then enough to be selected by me the said J.D. Hardy from the lands on Orchard Street in the rear to make said four acres and except also such lots in the said town as are excluded from the conveyance executed to me by Robert M. Patton and John R. Kenan and their wives on the 20 day of January 1882. To have and to hold the aforegranted property real and personal to and unto the said N.B. Holt his heirs and assigns in fee simple forever. And I the said J.D. Hardy for myself, my heirs and legal representatives do covenant and agree to and with the said N.B. Holt his heirs and assigns that I am lawfully seized in fee simple of the above granted lands that they are free from any and all incumbrances and that I have a perfect right to sell and convey the same. And I the said J.D. Hardy for myself, my heirs, and legal representatives do further covenant and agree to and with the said N.B. Holt his heirs and assigns that I the said J.D. Hardy my heirs and legal representatives will forever warrant and defend the title to all the above described lands, except all such as are expressly excepted from the operation of this conveyance and except also the SE¼ of SW¼ & SW¼ of SE¼ of Sec 3 Town 24 Range 13 East to the said N.B. Holt his heirs and assigns against the lawful claims and demands of all persons whatsoever. And I J.D. Hardy do furthermore affirm and covenant that said list attached to this deed Exhibit A contains only such lands as had been sold by me or J.D. Hardy Co prior to said 11 day of February 1885 and contains no lands I then owned and I bind myself, my heirs and legal representatives to make good any and all damage and loss which shall be sustained by said Holt or his assigns by reason of any lands being embraced or included in said list which had been sold prior to said date. I the said J.D. Hardy for the purpose of fully carrying out the true intent and meaning of said contract and agreement do furthermore myself, my heirs and legal representatives covenant and agree that I will and my heirs and legal representatives shall hereafter at the request of the said N.B. Holt or his assigns execute all such other and further conveyances, releases and instruments as may be necessary or proper to vest

in him or them also good and perfect title to all or to any part or parcel of said lands hereinabove particularly described as may be necessary and proper to vest in him or them a good and perfect title to any part or parcel of land and to any interest or right in or to any part or parcel of land which may have been owned by me on said 11th day of February 1885 situate in said Shelby County and which is not described and set out in this deed, the true intent and purpose of this investment being to convey all the lands in said County, then owned by me and all the right and interest in and to any lands in said County in addition to those specially described and set out, which I may have owned on said day.
In witness whereof we the said J.D. Hardy and said Louisa A. Hardy have hereunto set our hands and seals this 3rd day of August 1885.

Witness
W.E. Brinkhoff
Geo. H. Craig

James D. Hardy (seal)
Louisa A. Hardy (seal)

State of Alabama } I, John A. Campbell, Justice of the
Shelby County } Peace in and for said County and State, hereby certify that W.E. Brinkhoff a subscribing witness to the foregoing conveyance, known to me, appeared before me on this day, and being sworn stated that J.D. Hardy and Louisa A. Hardy the grantors in the conveyance, voluntarily executed the same 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 the grantors and of the other witness and that such other witness subscribed his name as a witness in his presence.
Given under my hand, this 3rd day of August 1885.
John A. Campbell Justice of the Peace.

Exhibit A.

| Purchaser | No. of Lot | Size | Street | Remark |
|---|---|---|---|---|
| ✓ C. Treadgill | 2 acres | In Sec. No. 16. | At Burnt Mill | Pd |
| ✓ C. Cox | ½ " | " " | Near " " | Pd |
| ✓ A.C. Leonard | 2 " | " " | " " " | Pd |
| ✓ Sarah Hill | 1 " | " " | East side R.R. | Pd |
| ✓ Jack Armstrong | 1 " | " " | " " " | Pd |
| ✓ Becky Jones | 1 lot | 100X200 | Lincoln St. | Pd |
| Henry Jones | 1 " | 100X200 | " " | Pd |
| ✓ A.C. Leonard | Number 110 | 5.8X15.0 | Montgomery | ad cash $75.00 post due transferred to J.R.G. |
| 2nd Cold Bap. Ch. | " 117 | 5.8X13.0 | " | Pd |
| ✓ Tom Alexander Jr. | " 118 | 5.8X15.0 | " | Pd |
| ✓ Mrs J. Reynolds | " 119 | | " | Pd |
| ✓ " | " 120 | | " | Pd |
| ✓ " | " 121 | | " | Pd |
| Mrs J.P. Higgins | " 66 | | " | Pd |

| | | | | |
|---|---|---|---|---|
| J. H. Duran | Number 67 | | Montgomery | Pd |
| " | " 65 | | " | " |
| " | " 9 | | " | " |
| " | " 10 | | " | " |
| " | " 406 | | " | " |
| " | No ½ of No. 406 | | " | " |
| D. Alexander Sr | So ½ of No. 15 | 25 X 150 | " | " |
| " | Number 14 | 50 X 150 | " | " |
| J. H. Gunn | So ½ of No. 12 | 25 X 150 | " | " |
| " | No ½ of No. 11 | 25 X 150 | " | " |
| S. A. Lyons | Number 5 | 50 X 150 | " | " |
| J. C. Fields | Balance of 6 | 41 X 150 | " | " |
| R. D. Leonard | Number 1 | 50 X 50 | Mtg. & Fulton | " |
| C. Fields | " 21 | Central ave as changed by J. D. Hardy 160 ft. on Central & 176 on Fulton | | " |
| Mrs Higgins | " 29 | 75 X 150 | One Central ave as changed by J. D. Hardy | " |
| B. Adkins | " 30 | 75 X 150 | | " |
| Cumberland Church | " 31 | 75 X 150 | | Gift |
| I. N. Briazeale | " 32 | 75 X 150 | One Central avenue as changed by J. D. Hardy | Pd |
| M. V. Jones | " 33 | 75 X 150 | | " |
| Mrs. Lyons | " 34 | 75 X 150 | | " |
| " | " 35 | 75 X 150 | | " |
| W. A. Mostellar | " 396½ | 50 X 133 | Montgomery | " |
| J. Holcombe | " 399 | 50 X 133 | " | " |
| " | So ½ of 400 | 25 X 133 | " | " |
| " | Number 401 | 50 X 133 | " | " |
| H. C. Moss | " 454 | 50 X 150 | " | " |
| " | " 452 | 50 X 180 | Gardner | " |
| " | " 451 | 50 X 180 | " | " |
| " | " 468 | 50 X 142 | Main | " |
| " | " 468 | 50 X 142 | " | " |
| " | " 466 | 50 X 142 | " | " |
| J. C. McElroy | " 407 | 60 X 133 | Montgomery | " |
| " | So ½ of 406 | 30 X 133 | " | " |
| Crim Bros | No. 450 | 50 X 180 | Gardner | " |
| Mrs Jane Hardy | " 449 | 50 X 180 | " | " |
| " | " 448 | 50 X 180 | " | " |
| Mrs Jones | " 395 | 50 X 170 | " | " |
| " | " 396 | 50 X 170 | " | " |
| Chas. Smith | " 397 | 75 X 50 | Rail Road | " |
| J. L. Sinclair | " 393 | 75 X 50 | " | " |
| T. H. Evans | " 392 | 100 X 50 | " | " |
| R. McKibbon | " 391 | 100 X 50 | " | " |
| John Black | " 411 | 100 ft on Orchard X 100 on Gardner | | " |
| H. Wilson | " 412 | 75 ft on Orchard X 100 on Gardner | | " |
| John Leper | " 413 | 50 X 100 | Orchard | " |
| W. H. Brown | " 414 | 50 X 100 | " | " |
| Mrs Hirsher | " 415 | 50 X 100 | " | " |
| " | " 416 | 50 X 100 | " | " |
| Dr Morgan | " 417 | 75 ft on Orchard St. X 100 ft on Patton | | " |
| W. A. Mostellar | So adjoining 60. 150 X 56½ and lying directly west of Lot 65 (Burrowchair No) | | | |
| J. A. Campbell | Number 41 | 75 X 150 | Adams | Notes for sale held by J. R. Adams & Co |
| " | " 42 | 75 X 150 | " | |
| " | " 48 | 75 X 150 | " | |

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|---|---|---|---|---|
| Sam Bowden | No. 39 | 75' X 150 | Adams | unpaid notes held as G.J. R.A. & Co |
| " | " 40 | 75' X 150 | " | |
| J. H. Longsam | " 28 | 75' X 150 | " | Pd |
| J. M. Hemphill | " 31 | 75' X 100 | " | " |
| Mrs Ward | " 32 | 150 ft on Adams X 75 ft on Court | | " |
| Mrs Vance | " 56 | 75 ft on Court X 150 ft | | " |
| " | " 55 | 85 ft on " X 150 ft on Adams | | " |
| M. E. Church | Lot in Block in front Baptist Handler on N. side of Patton | | | 75' X 150 Gift |
| Hardy Fancher | Ten (10) acres | 10 acres in S.E. corner of N.W. 1/4 of N.W. 1/4 Sec 3 Town 24 R 13 East | | Part Paid |
| Mrs Neil | Ten (10) acres | Now occupied by H.S. Olmier (more or less) as now fenced | | Pd |
| J. O. Ward | Four (4) acres | (more or less) as now fenced where he now lives | | " |
| W. DuPre | One (1) acre | One mile East of Calera | | Paid deed |
| J. H. Lloyd | Ten (10) acres | 10 acres in N.W. corner of N.E. 1/4 of N.W. 1/4 Sec. 22 Town 22 R 2 west | | Pd |
| H. H. Parker | Twenty acres | N. 1/2 of S.E. 1/4 of N.W. 1/4 & all that part of N.E. 1/4 of N.W. 1/4 lying N. of S.R. & D.R.R. Sec 22 T 22 R 2 west | | " |
| Clara Eland | One (1) acre | In N.E. corner of S.W. 1/4 of N.W. 1/4 Sec 2 T 24 Range 13 East | | " |
| X ✓ T. M. Henderson | Number 465 | 50 X 142 | Mann | " |
| ✓ H. C. Moss | " 463 | 50 X 142 | Gardner | " |
| ✓ Susan Parker | " 461 | 50 X 142 | " | " |
| ✓ " | " 462 | 50 X 142 | " | " |
| ✓ J. A. Carvile | " 460 | 50 X 142 | " | " |
| ✓ " | " 459 | 50 X 142 | " | " |
| ✓ Graham & Wagner | " 455 | 50 ft on Mtgy | X 151 ft on Gardner | " |
| ✓ S. M. Cauley Present owner | " 442 | 60 ft on Mtgy | X 150 ft " " | " |
| ✓ " | " 402 | 60 ft on " | X 123 " " " | " |
| ✓ P. F. Wagner | " 437 | 60 X 150 | Montgomery | Lot Adams H.L. hold on Paid notes |
| " | S. 1/2 of N. 438 | 30 X 150 | " | |
| ✓ Lefler & Wagner | No. 443 | 60 X 180 | Patton | Pd |
| ✓ " | " 444 | 60 X 180 | " | " |
| ✓ " | " 445 | 60 X 180 | " | " |
| ✓ " | " 446 | 60 X 180 | " | " |
| ✓ R. M. Pilgreen | " 403 | 60 X 133 | Montgomery | " |
| ✓ " | " 404 | 60 X 133 | " | " |
| ✓ John Watley | No. 56 | 64 ft on Court | X 200 ft on R.R. | Adams hold notes |
| ✓ J. M. Hardy | " 58 | 64 ft deep | X 200 " " " | Pd |
| ✓ Baptist Church | " 5 | 55 ft on Court | X 150 ft on Patton | Gift |
| ✓ M. A. Graham | " 4 | 75 " " " | X 150 ft deep | Pd |
| ✓ " | " 3 | 75 " " " | X 150 " " | " |
| ✓ Mrs Heisher | " 1 | 50 ft " " | X 150 ft on R.R. | " |
| ✓ H. F. West | " 6 | 75 ft on Patton | X 140 ft on East line of lot | " |
| ✓ E. Stein | " 7 | 75 ft on R.R. | X 140 ft on East line | " |
| ✓ Mrs Breazeale | " 8 | 75 " " | X 130 " " " " | " |
| ✓ " | " 9 | 75 ft on Patton | X 130 " " " " | " |
| ✓ Mrs Brame | " 13 | 75 " " " | X 150 ft deep | " |
| C. L. Caudler | " 16 | 75 " " " | X 150 " " | " |
| ✓ John Black | " 18 | 75 " " " | X 150 " " | " |
| ✓ " | " 19 | 75 " " " | X 150 " " | " |
| ✓ W. Dial | " 20 | 75 " " " | X 200 " " | " |
| ✓ C. L. Barnhart | " 21 | 62 " " " | X 200 " " | " |
| ✓ J. P. Ward | " 44 | 75 ft on Calera | X 130 ft on R.R. | " |
| ✓ M. B. Dare | " 485 | 75 ft on Patton | X 200 ft on Mtgy | " |
| ✓ Squire Bailey | " 487 | 75 X 200 | Patton | " |
| ✓ M. N. Jones | " 488 | 75 X 200 | " | |

| | | | |
|---|---|---|---|
| Mrs McKibbon | No. 45 | 75 ft on Calera X150 ft Deep | Pd |
| " | " 46 | 75 ft on " X150 ft Deep | " |
| Andrew Brown | " 489 | 75 X 200 Patton | " |
| " | " 490 | 57½ X 210 " | " |
| R. E. O'Brien | One (1) Lot of 190 ft on Montgomery Ave extending from South end of Lot No 485 South on said Mtgy Ave to a ditch and 432 ft in depth to right of way of L. & N. R.R. | | " Not paid for |
| M. F. Jones | Two (2) Acres on south end of block O fronting on Mtgy Ave | | |
| ~~Jesse Pilgreen~~ | Lot on Base line fronting on Mtgy Ave | | Mtg on track held by P. Adams & Co. |
| Jesse Pilgreen | 75 ft & running along Base Line 150 ft. | | |
| W. Evans | Lot North of & adjacent to Jesse Pilgreen 50 X 150 ft & fronting on Montgomery Ave. | | Pd |
| Calera School House | 200 ft square on Base Line | | Gift |
| Mrs Brinton | 200 ft on Main Street of West end of Block F. | | Pd |
| John Black | West ½ of Block J. 300 ft on Main X 300 ft on Gilmer | | " |
| Susan Parker | N W ¼ of Block N. 300 ft on Gardner X 180 ft on Gilmer | | " |
| Col. Bap. Church | In Block N. 50 ft X 150 on Gilmer adjacent to Susan Parker | | Gift |
| Miss Doke & Beasley | Lot No 4 Block I 50 X 150 Main | | Pd |
| Jackson & William | Lot No. 1 Block I 50 X 150 " | | D.R. Weeks notes |
| W. H. Brown | Two (2) Acres opposite Davis Kiln ½ mile East of Calera on which are now located two or three tenement houses said lands to be located so as not to interfere with any proposed street. Deed to be given when land can be designated & deed to be made when he demands. | | Pd. |

Martha Robertson Forty (40) acres sold him by Shelby Lime Co Deed for which was given by J. D. Heardy & Co

East Tenn. Va. & Ga. Rail Road right of Way Reserved One hundred feet right of Way for the East Tenn. Va & Ga R. R through all the lands conveyed by J. D. Heardy to M. B. Holt through which lands the said East Tenn. Va & Ga Rail Road now runs

Filed for record January 1st 1886, and recorded

James T. Lyles, Judge of Probate