Cresswell Amelia G. To Goodwater & Birmingham Rwy Co

State of Alabama } Know all men by these
Shelby County } presents that I A. G.
Cresswell the Grantor executing this convey-
ance for and in consideration of the
sum of one Dollar in hand paid
by N. G. Raoul & A. Hewellen & L. Parsons
Corporators of the proposed Goodwater
and Birmingham Railway Company
or Columbus & Western Grantee in this
conveyance the receipt whereof is here-
by acknowledged as well as for and in
consideration of the said proposed Rail-
way Company constructing and run-
ning their contemplated railway on and
along her land has this day bargained
sold enfeoffed and conveyed to the
said contemplated Railway company
its successors and assigns the Right of
Way through her lands over which to
pass at all times by themselves officers
and employees and particularly for the
purpose of constructing and running there-
on a railway with the requisite number
of tracks. Said Right of Way shall ex-
tend in width one hundred feet be-
ing fifty feet on each side of the cen-
tral line of said railway when completed
except when the width of excavations
and embankments exceed one hundred
feet in which cases the Right of Way
shall include the additional width actu-
ally occupied by excavations embankments
and borrow pits. And together with said
Right of way shall have the right to cut
down and remove all such trees timber
or other growth on each side of said
railway as might by falling on shedding
or in any way injure any part of
said road. The said Right of Way shall

run in such direction as the Company or its engineers may think best and shall extend through the whole or any part of the land owned or claimed by the said Grantor situated lying and being in County State of Alabama consisting of Section 36 Township 19 Range 2 East to have and to hold unto the said Grantee and their assigns forever in fee simple. And the said Grantor hereby warrants the title to the afore granted premises and agree to defend the same from the lawful claims of any and all persons claiming under or through said lands. Upon conditions and it is so expressly understood that the construction of said railway shall not damage the houses and yards on the premises at the date of this conveyance. It is further expressly understood and agreed that should the said Railway contemplated as aforesaid then this conveyance is to be wholly null and void and of no effect. In testimony whereof the said Grantor hereunto set her hand and seal this this 30th day of Nov 1886.

Attest Amelia G. Cresswell

E L Cresswell,

E C Monroe

The State of Alabama } I, John W Pitts a Justice of the Peace in
Shelby County } and for said county certify that E C Monroe a subscribing witness to the foregoing conveyance known to me appeared before me this day and being sworn stated that A. G. Cresswell the grantor in this conveyance voluntarily executed the same in his presence and in presence of the other subscribing witness on the day the same bears date that he attested the same in the presence of the grantor and of the other subscribing witness and that ~~proche~~ other witness subscribed his name as a witness in his presence. Given under my hand this 30th day of Nov 1886.

Jno. W. Pitts, J. P.

Filed for record January 19th 1887 and recorded,

James S. Leeper Judge of Probate.