Isbell, G.W. & wife To Goodwater & Bgham Rwy Co

State of Alabama } Know men by these
Shelby County } presents that we G.W.
and Georgiana Isbell the Grantor exe-
cuting this conveyance for and in con-
sideration of the sum of one Dollar in
hand paid by G.W. Raoul E.A. Flewellen
and E.L. Persons corporators of the proposed
Goodwater and Birmingham Railway Com-
pany or Columbus & Western Grantee in
this conveyance the receipt whereof is
hereby acknowledged as well as for and
in consideration of the said proposed
Railway Company constructing and run-

ning their contemplated railway on and along their land have this day bargained sold enfeoffed and conveyed to the said ~~proposed~~ contemplated Railway Company its successors and assigns the the Right of Way through their land over which to pass at all times by themselves officers and employees and particularly for the purpose constructing and running thereon a railway with the requisite number of Tracks. Said Right of Way shall extend in width one hundred feet being fifty feet on each side of the centre line of said railway whence completed except when the width of excavations and embankments exceed one hundred feet in which cases the Right of Way shall include additional width actually occupied by excavations and embankments and borrow pits. And together with said Right of Way the said Company shall have the Right to cut down and remove all such trees timber and other growth on each side of said railway as might by falling or shading 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 said Grantor situated lying and being in Shelby County State of Alabama consisting of, S W 1/4 of N E 1/4 & N W 1/4 of S E 1/4 Section 14 Township 18. Range 1 East. Grantor reserves timber on right way if is cleared & Company to put in cattle Guards and road crossings. To have and to hold unto the said Grantee and their assigns forever in fee simple. And the said Grantors hereby warrant 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 condition and it is so expressly understood ~~and agreed~~ that the construction of said railway shall not damage the houses and yards on the premises at the date of this conveyance, And it is further expressly understood and agreed that should the said

Railway contemplated as aforesaid be not located and established on and a-long the premises as aforesaid then this conveyance is to be wholly null and void and of no effect In testimony whereof the said Grantor hereunto set their hands and seals this the 3rd day of Dec 1886

Attest
C. T. Isbelle,
E. C. Monroe.

G. W. Isbelle (L.S.)
G. A. A. Isbelle. (L.S.)

The State of Alabama }
Shelby County } I, Wm H. Falkner a Justice of the Peace in 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 G. W. Isbelle & G. A. A. Isbelle the grantor in the 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 presence of the Grantor and of the other subscribing witness and that such other witness subscribed his name as a witness in his presence. Given under my hand this 20th day of December 1886.

W. H. Falkner, J. P.

Filed for record January 19th 1887 & Recorded
James T. Leeper Judge of Probate,