Shelby Iron Co. To Excelsior Coal Co.

This Indenture made and entered into this the 3rd day of March, A.D. 1890 by and between the Shelby Iron Company, a body corporate under the laws of the state of Alabama, of the first part, and the Excelsior Coal Company a body corporate under the laws of the same state party of the second party, witnesseth:

That whereas the said party of the first part did on the 22nd day of July A.D. 1889 subscribe for seventeen hundred and seventy five shares of the capital stock of the said party of the second party with the privelege of discharging said subscription, in the bonds in said subscription mentioned, and whereas the said party of the first part duly authorized and

President.
EY, Treasurer.
N. Secretary.

The Shelby Manufacturing and Improvement Co.

Shelby, Ala. May 17 Feb 1890

R. M. Cobb Judge of Probate
Columbiana, Ala.

Dear Sir:

On making to W. King of Anniston, Ala. for one I failed to write name of the Co. e my name as Secretary, and it so recorded. Mr. King has sent me deed which I enclose herewith. e corrected the omission, and request you correct the record by writing, have done The Shelby Manufacturing Improvement Company above my name. ecretary. Kindly attend to this promptly. return the deed and papers to me your earliest convenience.

Yours
W. H. Robbins
Sec'y

instructed the President in its name and in its behalf to make said subscription and deliver to the said party of the second part a good and sufficient deed of said lands and whereas the said party of the second party has agreed to accept the title to the lands hereinafter described, being a portion of the lands mentioned in said subscription in discharge of said subscription to said capital stock to the extent of seventeen hundred and twenty one shares

Now therefore in consideration of the premises and of seventeen hundred and twenty one shares of the capital stock of said Excelsior Coal company issued to and delivered to the said party of the first part, the receipt whereof is hereby acknowledged and for the purpose of discharging the liability of the said party of the first part for and on account of its said subscription to the capital stock of the said party of the second part to the extent of seventeen hundred and twenty one shares, the said party of the first part has granted, bargained, and sold, and by these presents does grant bargain, sell and convey unto the said party of the second part all and singular the following described real estate situate in the counties of Shelby and Bibb in the state of Alabama, to wit

In Township twenty (20) Range three (3) West. The West half of the south West quarter of section two (2) the West half of the North East quarter of section four (4) the West half of South West quarter of section ten (10) the North West quarter of section ten (10) the West half of the North East quarter of section ten (10) containing in all four hundred and seventy nine 84/100 acres

Also the following in Township twenty one (21) Range three (3) West an undivided one third interest in the following the North West quarter of the South East quarter section seven (7) the South West quarter of the South West quarter of section seven (7) the North West quarter of the North West quarter of section eighteen (18) the North West quarter of the North East quarter of section twenty (20) being in all fifty two and 53/100 acres

Also the following in
Township twenty one (21) Range four (4) West
the south East quarter of the south east quarter of section twelve (12)
the south west quarter of the south west quarter of section twenty (20)
the East half of the south west quarter of section twenty (20)
the south East quarter of section twenty (20
the North East quarter of section twenty (20)
the south East quarter of the north west quarter of section twenty (20)
the west half of the north east quarter of section thirty two (32)
the west half of section thirty two (32)
being in all nine hundred and thirty two + 57/100 acres.

Also the following in
Township twenty one (21) Range five (5) West
the south west quarter of the North East quarter
the south half of south East quarter
the south half of south west quarter and the
south east quarter of North west quarter of section thirty six (36)
being in all two hundred and forty one 28/100 (241.28) acres. (241.29)

Also the following in
Township twenty two (22) Range four (4) West
the North half of North west quarter of section six (6)
the south East quarter of North west quarter of section six (6)
the North East quarter section six (6)
the south west quarter section six (6)
the north half of south east quarter section six (6)
the south west quarter of south east quarter .. six (6)
the North West quarter of North west quarter section eighteen (18)
being in all six hundred and nine 84/100 (609.84) acres.
all of the above lands excepting small portions being in Shelby County.

Also the following in
Township twenty two (22) Range five (5) west.
the west half of North West quarter section twenty four (24)
.. North West quarter of south West quarter .. twenty four (24)
the North East quarter of North West quarter .. twenty four (24)
all of fractional section twenty six (26)
being in all two hundred and sixty seven 35/100 (267.35) acres in Bibb Co.

Also the following in
Township twenty four (24). Range ten (10) East.
the North West quarter section two (2)
the North east quarter section two (2)
the North half of south East quarter section two (2)
the West half of south West quarter section two (2)
the south East quarter of south East quarter section two (2)
the East half of south east quarter section ten (10).
the south East quarter of North West quarter section twelve (12
the North west quarter of south west quarter section twelve (12)
the North West quarter of North East quarter section fourteen (14)

the North half of the North West quarter of section fourteen (14)
the south West quarter of the North West quarter of section fourteen (14)
the south half of the south West quarter of section fourteen (14)
being eight hundred and fifty nine $\frac{50}{100}$ acres in Bibb County, the total acreage of all the lands herein conveyed being three thousand four hundred and fifty two and $\frac{73}{100}$ acres.

To have and to hold the same with all the tenements, hereditaments, right, privileges and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part its successors and assigns forever.

The said party of the first part for itself, its successors and assigns, covenant to and with the said party of the second part its successors and assigns, that it will forever warrant and defend the title to said lands against the claims of all persons whatsoever.

In witness whereof the said party of the first part has caused this indenture to be signed in its name and on its behalf by Ward W. Jacobs, its President and its corporate seal to be hereunto affixed, attested by the signature of its secretary this the third day of March. A.D. 1890

(Seal)

Shelby Iron Company
by Ward W. Jacobs
President

Attest
Wm. A. Williams
Secretary

State of Connecticut } s.s. City of Hartford March 3. 1890.
County of Hartford } I, Henry C. Robinson a Notary Public in and for said county and state hereby certify that Ward W. Jacobs as President of the Shelby Iron Company, whose name is signed to the foregoing conveyance, and who is known to me as such President acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same in the name and on behalf of said Shelby Iron Company voluntarily on the day the same bears date, and that the seal affixed to said instrument is the corporate seal of said Company

Given under my hand and seal this the 3rd day of March above written

(Seal)

Henry C. Robinson Notary Public

Filed for record April 1st 1890 and recorded
R. H. Cobb Judge of Probate