S J Co
+
S M Mfg + J Co
to
Ala M RR Co
$3.25

State of Alabama } This indenture made and entered into
Shelby County } by and between the Shelby Iron
Company a body corporate under the laws of
the State of Alabama party of the first part
and the Alabama Mineral Railroad Company
a body corporate under the laws of the
state of Alabama party of the second part and
the Shelby Manufacturing and improvement Co un
der the laws of the State of Alabama party of the
third part Witnesseth
That whereas the Louisville and Nashville Rail
Road Company a corporation is the owner
of the Capital stock of the Alabama Mineral
Rail Road Company and said Company Com-
pany entered into a contract in writing with the
party of the first part on the Eleventh day of February
1890 for the purchase of the property hereinafter
described and other property and agreeing among
other things to acquire and construct a Standard
gauge Rail road extending from Calera
Alabama by way of Shelby to Anniston and At-
talla Alabama and to transport property for
the party of the first part for a term of years
at reduced rates the terms of which said agreement
more fully appear from the contract to which
reference is hereby made
And whereas at a special meeting of the Stockholders
of the Shelby Iron Company regularly called and
held at the office of said Company in Shelby
Ala the following resolution was adopted
"Resolved, that the contract entered into by &
between this Company acting by its President
Ward W Jacobs and the Louisville and Nashville
Railroad Company acting President Ex. Norton
on the Eleventh day of February 1890 be in
all things Ratified and approved and the
President of this Company be and is hereby
authorized to execute for and in the name
of this Company and affix the Corporate seal thereto
proper Deeds of Conveyance to the Railroad's
tracks sidings rights of way Depots and other

property mentioned in said written contract to such person or corporation as the Louisville and Nashville Railroad Company may direct""

Now therefore in consideration of the construction of said broad Gauge Railroad now known as the Alabama Mineral Rail Road from Calera Alabama to Anniston and Attalla Alabama and of the agreement on the part of the said Louisville and Nashville Railroad Company executed on the Eleventh day of February 1890 and above referred to transport property as therein specified for the party of the first part for a term of years at reduced rates of transportation and in further consideration of twenty five thousand two hundred and eighty and ninety-one-hundredths Dollars ($25280,90-) in hand paid the receipt whereof is hereby acknowledged the party of the first part has this day bargained sold and conveyed and by these presents does grant bargain sell and convey unto the party of the second part the following described property to wit That certain property know as the Shelby Iron Company's Narrow-Gauge Railroad particularly described as follows Commencing where the right of way of said railroad as now located intersects the right of way of the Alabama Mineral Railroad as now located in the City of Shelby in Shelby County at a point designated on the Map hereto attached marked "Exhibit C" as point "A" including a strip of land fifty(50) feet on the right and fifty(50) feet on the left of the center line of the track or road bed of said road and running thence of uniform width in a north Easterly direction Six $\frac{2668}{280}$ miles to a point designated on the Map hereto attached marked "Exhibit C" by the letter "C" which said Map is made a part hereof including and embracing all side tracks and Depot Grounds attached to and belonging to said ~~roadbed~~ road which are East of said point "A" also the following personal property the following Standard gauge Rolling Stock to wit

One Baldwin Engine and tender, One Norris Engine and tender One passenger Coach (Combination) and box Car No. Two hundred and fifty one (251) gondola Cars numbers forty (41), fourteen (14); nineteen (19), and one hundred and one (101) Flat Cars numbers one (1), Two (2), three (3), five (5), Six (6), Eight (8), Seventeen (17), Twenty Six (26) one hundred and two (102) and one hundred and three (103)... and the following Narrowgauge Rolling Stock to wit One Engine and tender Number four (4) one passenger Coach, one Caboose Eight (8), Char coal Cars, fourteen (14) Rock Cars, four flat Cars Numbers three hundred and fifty two (352), three hundred and fifty three (353) Three hundred and fifty four (354), and three hundred and fifty six (356) One Lever Car, one three Wheels and one four Wheel Velocipede Car and sundry track tools

To have and to hold said above described and hereby granted premises unto the said party of the second part its successors and assigns in fee simple forever

The party of the first part covenants with the party of the second part that said property is free from incumbrance and that it has the full right to sell and convey the same and will warrant and forever defend the title to said premises unto said party of the second part against the lawful claims of any and all persons and corporations whatever

It is further agreed and understood between the parties hereto that to same part of the right of way included in this conveyance the party of the first part does not own the land in fee but only the right of way over the same and as to that part so situated the party of the first part only conveys and warrants the title to the interest it claims and owns

And the party of the third part joins in this deed for the purpose of conveying to the party of the second part all its right title

and interest in to Property therein the above described and does in consideration of the sum of one Dollar ($1.00) in hand paid by the party of the second part the receipt whereof is hereby acknowledged hereby bargain sell and convey unto said party of the second part all its right title and interest in and to the railroad and other property herein above described

In witness whereof said party of the first part has caused these presents to be signed by its President in its corporate name and its corporate seal affixed hereto and said party of the third part has caused these presents to be signed by its President in its corporate name and its corporate seal affixed hereto on this the Ninth day of September 1890

The Shelby Iron Company
By Ward W. Jacobs
President

S I Co Seal

The Shelby Manufacturing & Improvement Co
By T G Bush
President

S M I Co Seal

State of Connecticut } I Henry E Painter a Commis-
County of Hartford } sioner of Deeds for the State of Alabama in the State Connecticut do hereby certify that Ward W Jacobs whose name is signed to the foregoing conveyance as President of the Shelby Iron Company and who is known to me and known to be the President of said Company appeared before me on this day and acknowledged that being informed of the contents of said conveyance he executed the same voluntarily on the day the same bears date and by authority of said Company

Witness my hand this 9th day of September 1890
Henry E Painter
a Commissioner for Alabama
in Connecticut

Commissioner Seal

The State of Alabama } I A D Smith a
Shelby County } Notary Public in and
said State and County do hereby

certify that P G Bush whose name is signed to the foregoing conveyance as President of the Shelby Manufacturing and improvement Company and who is known to me and known to be the President of said Company appeared before me on this day and acknowledged that being informed of the contents of said conveyance he executed the same voluntarily on the day the same bears date and by authority of said Company

Witness my hand this the 19th day of Sept 1890

A D Smith
Notary Public

Filed for Record Oct 7/90 & Recorded

R W Cobb
Judge of Probate

For Mor See next Page
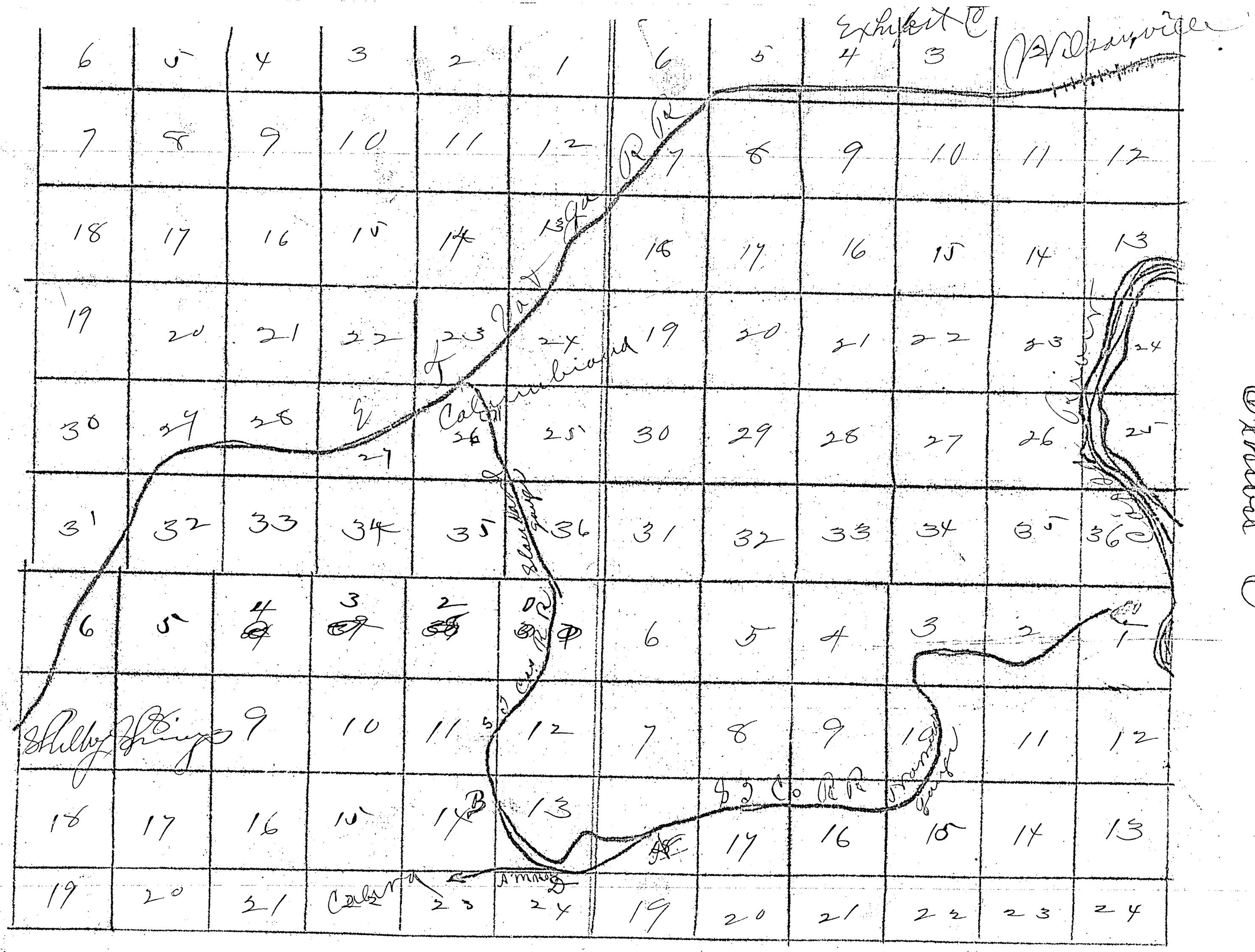
Exhibit "D"