S.2.Co
Ro
Milton H Smith
Trustee
$2.50

State of Alabama } This indenture made and entered into this
Shelby County } by and between the Shelby Iron Company a body corporate under the laws of Alabama party of the first part and Milton H Smith Trustee, party of the second part — Witnesseth That whereas the Louisville and Nashville Railroad Company a corporation is the owner of the capital stock of the Alabama Mineral Railroad Company and the party of the second part is the vice president of said rail road company and the Louisville and Nashville Railroad Company desires this deed to be made to the party of the second part & said latter company entered into a contract in writing with the party of the first part on the Eleventh day of February 1890 for the ~~purchase~~ purchase of the property herein after described and other property and agreeing among other things to acquire and construct a standard gauge Railroad extending from Calera Alabama by way of Shelby to anniston and attalla Alabama and to transport property for the party of the first part for a term of years at reduced rates of transportation 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 Alabama the following resolution was adopted to

" " Resolved that the contract entered into by and between this Company acting by its ~~Company~~ President Ward W Jacobs and the Louisville and Nashville Railroad Company acting by its 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 Rail Road's tracks sidings Rights of way Depots and other property mentioned and in said written contract to such person or corporation as the Louisville and Nashville company may direct " "

now therefore in consideration of said Broad Gauge Railroad now known as the Alabama Mineral Railroad from Calera Alabama to Anniston and Attalla Alabama and of the agreement on the part of the Louisville and Nashville Railroad Company executed on the Eleventh day of February 1890 and above referred to to transfer property as therein specified for the forty of the first part for a term of years at reduced rates of transportation and in further consideration of Nineteen thousand one hundred two & seventy five one hundredths Dollars ($19102.75) 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 all that certain property known as the Shelby Iron Company's Standard Gauge Railroad particularly described as follows Commencing at the right of way of the said railroad as now located intersects the right of way of the East Tennessee Virginia & Georgia Railroad which is forty (40) feet from the center of the main track of the East Tennessee Virginia & Georgia railroad at Calumbiana in Shelby County Alabama including a strip of land forty feet (40) on the right and forty (40) feet on the left of the center line of the track of said road bed of said road and running thence in southerly direction of uniform width five and nineteen one hundredths (5.19) miles to a point which is designated by the letter "B" on the map hereto attached marked Exhibit "C" and made a part hereof including and embracing all side tracks and depot grounds attached to and belonging to said rail road which are north of said point "B" and also the side and depot tracks now belonging to the Shelby Iron Company which are located located on the right of way of the East Tennessee Virginia Railroad and also the turn table in Calumbiana now belonging to the said Shelby Iron Company

To have and to hold said above described and hereby granted premises unto the party of the second part his 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 or corporations whatever.

It is further agreed and understood between the parties hereto that the said 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.

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 in this the ninth day of September 1890

S2 Co's Seal

The Shelby Iron Company
By Ward W. Jacobs
President

State of Connecticut } I Henry E Paulton a Commissioner
County of Hartford } of Deeds for the State of Alabama in 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 & 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 9th day of September 1890.

Seal

Henry E Painter Commissioner
for Alabama in Connecticut

Filed for record Oct 7/90 & Recorded
R W Cobb
Judge of Probate

OFFICE OF

of Probate, Shelby County

R. W. Cobb, Judge

Columbiana, Ala ..... 18.....

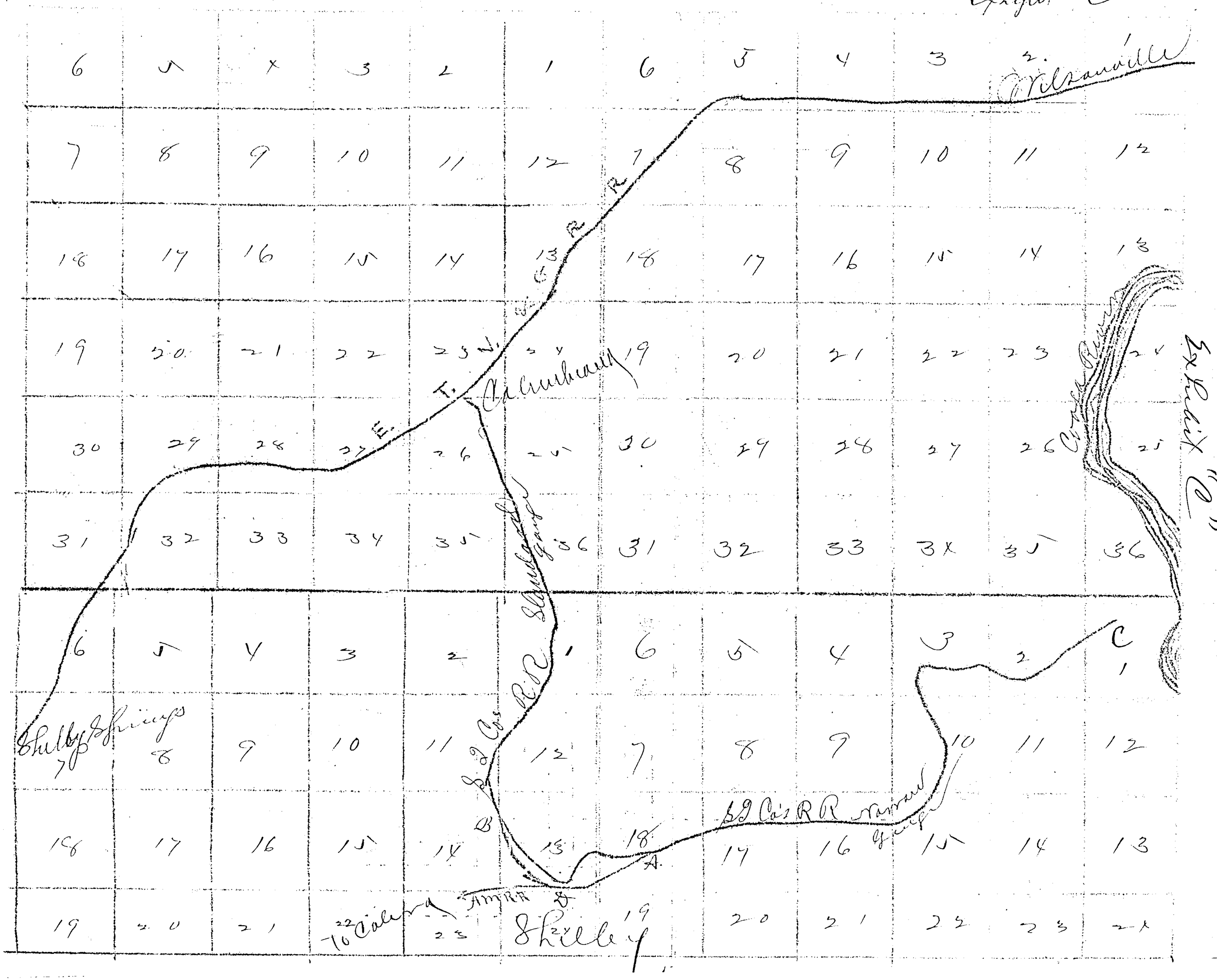
OFFICE OF

Judge of Probate, Shelby County

R. W. Cobb, Judge

Columbiana, Ala .....

Exhibit C


Wilsonville
Shelby Springs
Calumet
Shulsburg Gap
B
A
Shelby
Exhibit "C"