

Cartier M. S.  
 To  
 Shelby Iron Co.

Release etc.

State of Alabama }  
 Shelby County } This Agreement made and  
 entered into by and between M. S. Cartier of said  
 County of the first part and the Shelby Iron  
 Company, a body corporate under the laws of  
 Alabama of the second part. Witnesseth:  
 That whereas the Shelby Iron Company is now  
 operating a washer or washers for the purpose  
 of washing ore to be used in its furnaces at  
 Shelby Alabama, and is liable to rebuild said  
 washer or washers and to construct new washers  
 or additional washers at the same place where  
 the present washers are located. And whereas  
 the water discharged from said washers flow  
 over and through the lands of the party of  
 the first part, and the party of the first part  
 claims that he is injured or damaged by  
 reason of said water being muddied by use  
 and operation of said washers and is liable  
 to be damaged in the future by said washer or  
 such additional or new washers as may be constructed  
 Now therefore this agreement Witnesseth, that the  
 party of the second part has agreed to pay and has  
 this day paid to the party of the first part, the sum  
 of One Thousand (\$1,000<sup>00</sup>) dollars, the receipt  
 whereof is hereby acknowledged, and the same has been  
 and is received by the party of the first part in  
 full payment and satisfaction of all claims for  
 damages now existing or which may hereafter  
 arise or exist on any account whatsoever growing  
 out of the operation of said washer or washers in  
 operation or such new or additional washers as  
 may be erected or constructed by said party of the  
 second part in the operation of its furnaces at Shelby  
 Ala., aforesaid, so far as the lands of said party  
 of the first part are concerned a description of  
 which is contained in schedule hereto attached and  
 marked schedule "A" and "B" and the map hereto  
 attached and marked schedule "C" and also over  
 any and all other lands belonging to said party

party of the first part, whether particularly described in said schedules or not. In Witness Whereof, the party of the first part has hereunto set his hand and seal, and the party of the second part has caused these presents to be signed by its President in its name, and its corporate seal affixed hereunto given under our hands and seals this 7- May 1893.

Witness

Ed. T. Witherby,

M. J. Carter   
Shelby Iron Company,  
by T. L. Bush  
President

### Schedule "A"

Description of M. J. Carter land

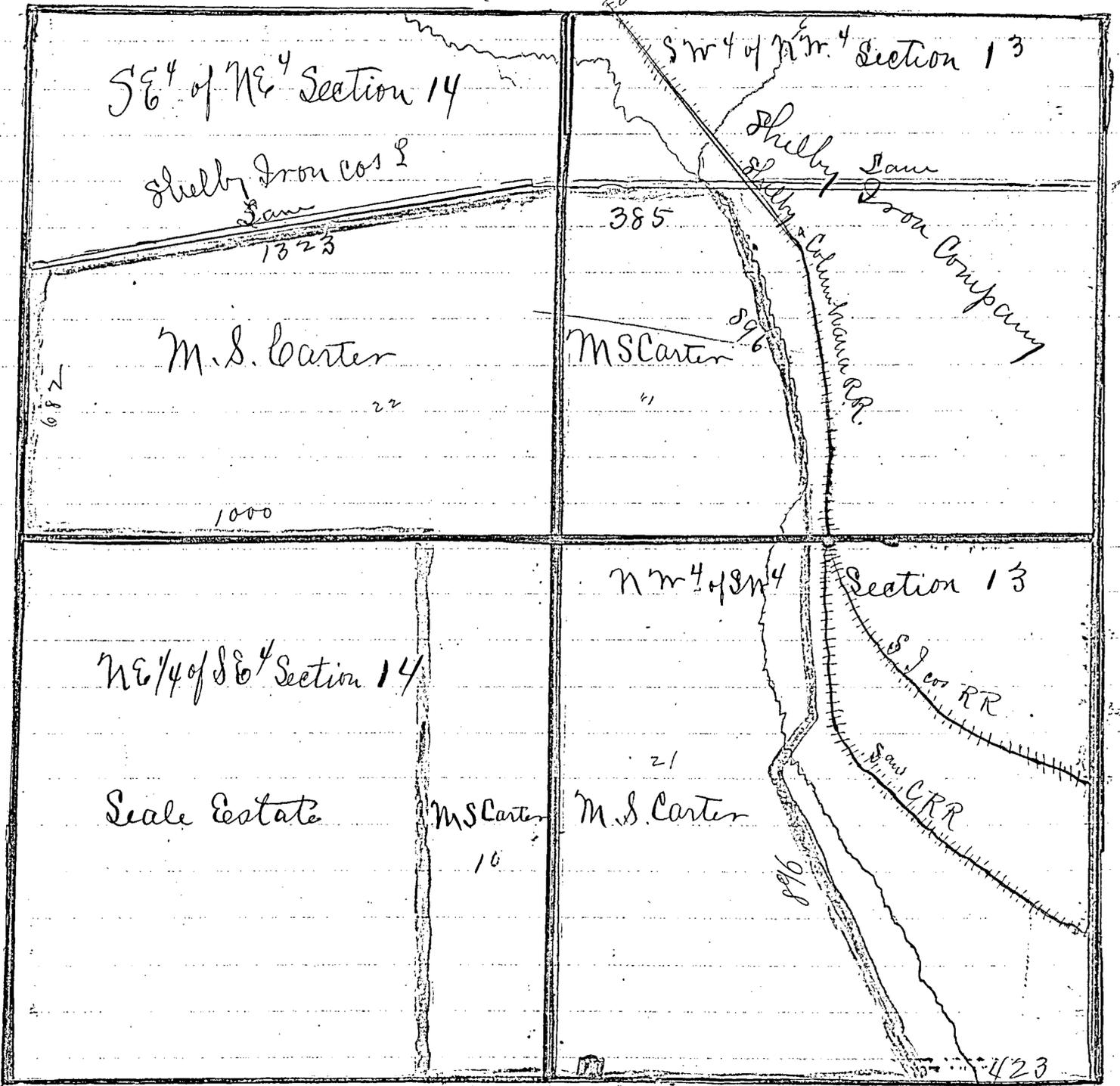
All the land embraced within the following described boundaries - Commencing at a point on the south boundary line of the NW<sup>4</sup> of SW<sup>4</sup> of Section Thirteen (13) Fractional Township Twenty Two (22) South of Range One (1) West of Huntsville Meridian four hundred and twenty three (423) feet west of the South East corner of said forty acre tract - thence north 24° W - 891 feet to a pig Iron post near a sweet gum tree west of Beaver Creek, - thence north East to the west boundary of the right of way of the Shelby and Columbiana Railroad - thence northerly along said west boundary of said right of way to the south boundary of the lane, running east and west in the SW<sup>4</sup> of NW<sup>4</sup> of Section 13 - thence west along said south boundary 385 feet to the west boundary of said forty; thence continuing westerly 1323 feet along said south boundary of said lane to the west boundary of the SE<sup>4</sup> of NE<sup>4</sup> of Section 14 of said Fractional Township and range; thence south along said west boundary 682 feet to the SW corner of said forty acre tract thence east along the south boundary of said forty, 1000 feet; thence south across the NE<sup>4</sup> of the SE<sup>4</sup> of Section 14 to the south boundary line of said forty, thence along the south boundary of the NE<sup>4</sup> of the SE<sup>4</sup> of Section 14 and the NW<sup>4</sup> of SW<sup>4</sup> of Section 13 to point of beginning; All being situated in Fractional Township Twenty Two (22) South of Range One (1) West of Huntsville Meridian, and containing sixty five (65) acres more or less.

Schedule "B"

All that part of the N.W. 1/4 of the N.W. 1/4, Sec. 13 of Fractional Township 22 Range 1 West, conveyed by S.T. and F.C. Anchors to M.S. Carter by deed dated 2<sup>nd</sup> January 1886, and recorded in Vol. 7 page 438. And all that part of the N.W. 1/4 of N.W. 1/4 of Sec. 13 and the S.E. 1/4 of N.E. 1/4 of Sec. 14 Fractional Township 22 Range 1 West conveyed by S.T. and F.C. Anchors to M.S. Carter by deed dated 4<sup>th</sup> October 1886 and recorded in Vol. 17 - pages 63 and 64. And all that part of the E 1/2 of N.E. 1/4 of S.E. 1/4 of Sec. 14 of Fractional Township 22 Range 1 West, conveyed by Willoughby and Sarah S. Seal to M.S. Carter by deed dated 4<sup>th</sup> January 1890 and recorded in Vol. 13 page 485. All of record as above in the Office of the Probate Judge of Shelby County, State of Alabama,

Schedule "C"

- Fractional T 22 R 1 W of Huntsville Meridian -



Filed in Office for Record Mch 22 - 1894 & Recorded  
 Geo. D. Leeper  
 Judge of Probate