S & N. A RR Company and J D & L A. Hardy contract

State of Alabama } This agreement, made and
County of Shelby } entered into this the 22nd day of March, 1895, by and between the South and North Alabama Railroad Company of the first part and L A Hardy and J D Hardy, of Caera, County of Shelby and State of Alabama of the second part. Witness, That the South and North Alabama Railroad Company agrees and binds itself to furnish the necessary rails and splices for a side track not exceeding eight hundred and fifty (850) feet in length together with the necessary spikes frog and switch-rigging for its construction, said side track to be located in Shelby County, State of Alabama, diverging from the main track of said railroad Company, between mile posts 417 and 418 and running in a northwesterly direction, as shown on plat heretofore attached and made a part thereof. The second party agrees to do the necessary grading, furnishing switch and cross-ties, and pay actual cost of labor of laying said track, and the cost of spikes, frog and switch-rigging, on completion of the ~~rigging~~ work and the second party also agrees to pay eight per cent (8%) annual interest payable semi-annually in advance from the date of completion of the siding, on the value of the rails and splices used in the construction of said siding. The value of the material for the purpose of this contract is fixed as follows:

P

Rails	$25.00 per ton	
Spikes	4.00 "	Keg
Splices	.50 "	Joint
Frog	35.00	
Switch rigging complete	40.00	

Labor and any other material found necessary, actual cost in accordance with accounts kept by said Railroad Company. The said rails, spikes, splices, frog, switch-fixtures, and other track materials are the sole and exclusive property of the said railroad Company, together with the entire control of same; and the said railroad

Company hereby reserves the right, and is fully authorized whenever at any time it shall be proper or deem it necessary, for any reason whatever, and without let or hindrance from the said second party to take up and remove the rails, spikes, splices, bolts or chairs, frog and switch-fixtures from said side track. In consideration of the construction of the track as shown upon the attached plat the party of the second part hereby grants unto the party of the first part a right-of-way ten (10) feet in width or as much more as may be necessary on each side of the center line of the track now being constructed, or which may hereafter be constructed over or upon the lands of the said second party. And it is distinctly understood that the said side track shall be maintained and kept in good condition at the expense of said second party, and if at any time the said railroad company shall deem it necessary to make any repairs to, or renewals of, said side track, the said second party hereby agrees to pay actual cost of the materials used and the labor expended for such repairs or renewals, according to accounts kept of same by the said railroad company. The party of the second part also agrees to take care of and keep in order, fill trim, light and extinguish the lamps of the switch of said track, in accordance with the said railroad company's rules and regulations.

South and North Alabama Railroad Company
By J E Metcalfe
General Manager.

Witness
W. H. Scott

L. A. Hardy
J. D. Hardy

The State of Alabama } I John Black a Justice
Shelby County } of the Peace in and for said County and State, hereby certify that Jas. D. Hardy and L. A. Hardy his wife whose names are signed to the foregoing conveyance and who are known to me, acknowledged to me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this 5th day of April 1895.

John Black
J. P.

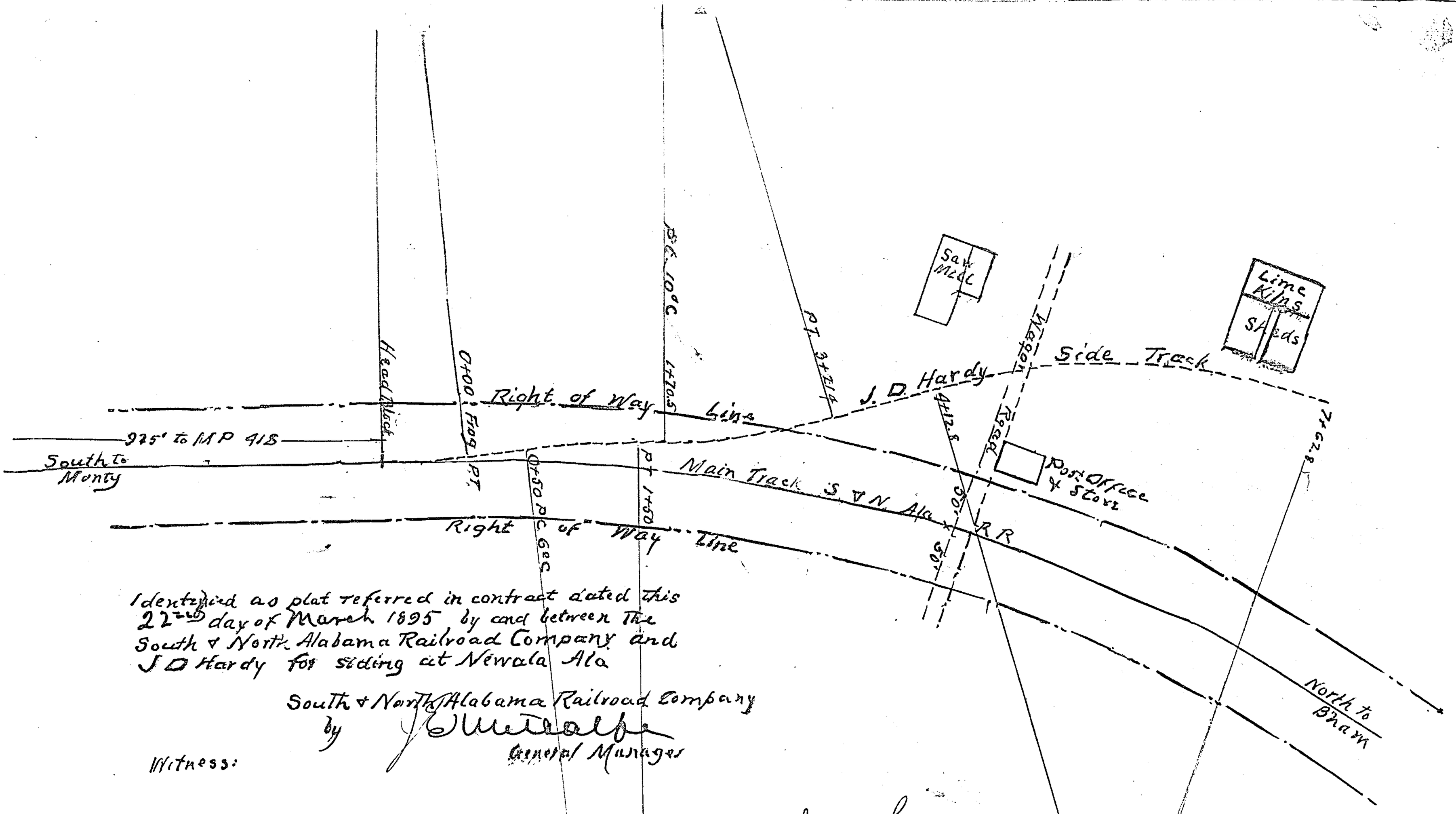
The State of Alabama } I, John Black a Justice
Shelby County } of the Peace in and for
said state and County, do hereby certify that on the
5th day of April 1895 came before me within named
Larissa A Hardy, known to me to be the wife of
the within named Jas D Hardy, who being examin-
ed separate and apart from the husband, touching her
signature to the within conveyance, acknowledged
that she signed the same of her own free will
and accord, and without fear constraint or threats
on the part of her husband. In witness
whereof I hereto set my hand this 5th day of april
1895

John Black
J.P.

Examined and approved
april 13, 1895
CO Bradford
Real estate agt.

Approved for recording
this 18th day of april 1895
HW Brown
Asst Chief Attry.

Filed for recording the 18th day of April 1895 and recorded
Jno T Leeper
Judge of Probate


Saw Mill
Lime Kilns
Sheds
Side Track
J. D. Hardy
Wagon Road
Right of Way Line
925' to MP 418
South to Monty
Head Block
0+00 Frog P.T.
P.C. 10°C
1+70.5
P.T. 3+21.4
Main Track S. & N. Ala. R.R.
Post Office & Store
0+50 P.C. 6°C
P.T. 1+50
Right of Way Line
North to Birm
Identified as plat referred in contract dated this 22nd day of March 1895 by and between The South & North Alabama Railroad Company and J D Hardy for siding at Newala Ala
South & North Alabama Railroad Company
by
General Manager
Witness:
Witness
C. H. Scott
L A Hardy
J. D Hardy