Brinkerhoff to Hardy

State of Alabama }
Shelby County } Know all men by these presents that for and in consideration of the sum of Five Thousand Dollars, one Thousand Dollars of which is cash in hand paid, by Lovisa A. Hardy the receipt whereof is hereby acknowledged by us, and the balance of which is Twenty Eight promissory notes, made by said Lovisa A. Hardy and J. D. Hardy and delivered to us on the 29th day of January 1895, the receipt whereof is hereby acknowledged; said notes being negotiable and payable to W. E. Brinkerhoff & Co., or order at the Berry National Bank, Birmingham, Alabama, as follows, to wit.
1st March 10th 1895 in the sum of $304 00/100 2nd March 10th 1895 in the sum of $48 20/100 3rd April 10th 1895 in the sum of $66 66/100 4th May 10th 1895 in the sum of $34 53/100 5th May 10th 1895 in the sum of $32 13/100 6th June 10th 1895 in the sum of $25 26/100 7th June 10th 1895 in the sum of $61 40/100 8th July 10th 1895 in the sum of $95 04/100 9th ~~to~~ July 10th 1895 in the sum of $71 62/100 10th August 10th 1895 in the sum of $205 02/100 11th, 12th, 13th, 14th on the 10th day of September, October November and December 1895 respectively in the sum of $66 66/100 Each 15th 16th, 17th, 18th, 19th 20th 21st 22d 23d 24th 25th 26th on the 10th days of January, February, March, April, May, June, July, August, September, October, November, December, 1896 respectively in the sum of $66 66/100 Each; and 27th on the 10th day of January 1897 in the sum of $66 66/100 and the 28th and last of said notes on the 10th day of February 1897 in the sum of $116 52/100 And in further consideration that the said Lovisa A. Hardy and J. D. Hardy her husband, do covenant and agree to forthwith and without delay erect, complete, and maintain at their sole cost and expense, a side track at Nevala Shelby County Alabama to commence at a point about one hundred (100) feet South of that certain Saw Mill now standing at Nevala, aforesaid and owned and operated by W. E. Brinkerhoff & Co., and moving thence in a northwesterly direction by and conveniently near said Saw Mill and between the Louisville and Nashville Rail Road and said Saw Mill. The said W. E. Brinkerhoff & Co. to have free use of said side track for all shipping purposes without costs to said W. E. Brinkerhoff & Co., or their successors or assigns and free right of ingress & egress to and from said side track forever. And in further consideration that the said Lovisa A. Hardy and J. D. Hardy her husband doth agree to keep those two certain lime kilns and the houses and sheds thereunto belonging and appertaining herein conveyed by said W. E. Brinkerhoff & Co., to said Lovisa A. Hardy insured in some reputable and satisfactory insurance Company for the sum of One Thousand Dollars from the first day of February 1895 to the 1st of February 1896 in favor of said W. E. Brinkerhoff

& Co., and their assigns, All premiums on said policy of insurance to be paid by said Louisa A. Hardy. To the said M. E. Brinkerhoff & Company, a firm composed of M. E. Brinkerhoff and Joseph T. May and M. E. Brinkerhoff and Ida. K. Brinkerhoff, his wife and Joseph T. May and Ione May his wife by M. E. Brinkerhoff, Attorney in fact. Do Grant Bargain Sell and Convey unto Louisa A. Hardy her heirs and assigns the following described real estate, to wit, The North East quarter of the South West quarter and the South West quarter of the South West quarter of Section Twelve also Eight acres of land formerly owned by Wm. T. Richards, lying West of the Louisville and Nashville Rail Road, bounded on the north and west by the lands of said Richards said Eight acres of land being in Section twelve, Also the North West quarter of the South West quarter and the South West quarter of the South West quarter of Section Thirteen Also the South East quarter South East quarter of Section Eleven All in Township Twenty One of Range Three west, Shelby County Alabama The same being laid out for and contain Two hundred and eight acres of land, more or less ~~formerly owned by Wm. T. Richards, lying West of the Louisville and Nashville Railroad, bounded situate~~ upon which are situate two certain lime kilns and the houses and and sheds thereunto belonging and appertaining; From which said above described lands there is expressly excepted and reserved to the said M. E. Brinkerhoff & Co., and which is not hereby in any way intended to be conveyed all of the following described real estate, lying and being south of that certain line ~~est~~ recently established by S. J. Perry County surveyor of said Shelby County and which said line is as follows, commence at a stake on the Western edge of the right of way of the Louisville and Nashville Rail Road, from which North forty one and one half degrees East fifty feet will reach to the center of said railroad track, Thence up the centre of said track in a northerly direction two and thirty two (2.32) chains will reach to the point where the North boundary East & West line of the North East quarter of Southwest quarter of Section Twelve, Township Twenty one of Range Three west (as established by said S. J. Perry, survey of Shelby County aforesaid) crosses said raiceroad thence from aforesaid stake on the edge of said right of way, south forty one and one half (41½) degrees west, six and ninety two (6.92) chains, to a stake on the edge of a wagon road Thence south Eighteen and one half degrees west, Eight and Sixteen (8.16) chains to a stake at the North East corner of a field & from thence running in a westerly direction and along a certain fence to the western limits of the above described lands It being hereby intended to reserve unto the said M. E. Brinkerhoff & Co., all of the lands above described lying and being south of the line above stated and located

by said Perry and being the northern boundary of said reservation, said reservation being laid out for and to contain Seventy (70) acres of land more or less and comprising the lands upon which is situate the Saw Mill, Dry Kiln, Blacksmith shops & three tenant houses, and all the lands used and set apart by said W. E. Brukerhoff & Co as a farm. To have and to hold unto the said Louisa A. Hardy her heirs and assigns forever. In testimony whereof we have hereunto set our hands and seals this the 29th day of January 1895

W. E. Brukerhoff & Co by W. E. Brukerhoff a member of the firm (L.S.)
W. E. Brukerhoff (L.S.)
J. K. Brukerhoff (L.S.)
Jos. T. May (L.S.)
Jane May (L.S.)
By W. E. Brukerhoff their atty in fact,

The State of Alabama
Shelby County } I, John Black, a Justice of the Peace, in and for said state and county, hereby certify that W. E. Brukerhoff who is known to me & whose name is signed to the foregoing conveyance, acknowledged before me on this day that being informed of the conveyance, He executed the same both for himself and as attorney in fact for Joseph T. May and Jane May, voluntarily on the day the same bears date. Given under my hand this 29th day of January 1895

John Black, J. P.

State of Alabama
Shelby County } I, John Black a Justice of the Peace in & for said County & State, do hereby certify that on the 29th day January 1895 came before me the within named Ida K. Brukerhoff known to me to be the wife of the within named W. E. Brukerhoff who being examined seperate and apart from husband in reference to 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 the husband. In witness whereof I have hereunto set my hand, this 29th day of January 1895.

John Black J. P.

Filed for record June 20th 1898 & recorded

W. R. McMillan, Judge of Probate