Trimble
to
Southern
Mineral
Land Co.

This indenture, made this 10th day of July, 1899, between N. W. Trimble, special commissioner duly appointed in the suit in equity herein after mentioned, party of the first part; and the Southern Mineral Land Company, a corporation duly organized and existing under and by virtue of the laws of the State of Alabama, party of the second part; Witnesseth: whereas in the suit of the Central Trust Company of New York, complainant, vs. Alabama Iron & Steel Company et-als, defendants, pending in the Circuit Court of the United States for the Northern District of Alabama, Southern Division, a decree of foreclosure and sale was duly entered by said Court on the 27th day of January, 1899; And whereas by said decree the said N. W. Trimble was duly appointed special commissioner to execute said decree of foreclosure and make sale of the property therein provided for and directed;
And whereas, in pursuance of such decree and appointment, the said special commissioner afterwards, to wit; on the 24th day of March, 1899 after due advertisement and publication of notice of sale as prescribed in said decree, before the Court-house door of the county of Shelby, at Columbiana, in the State of Alabama, on the day and year fixed by said special commissioner in his advertisement and notice of sale and in accordance with the request of the Solicitor of Complainant, and in all respects as directed by said decree, did sell all and singular the Property, real, personal and Mixed, rights, Privileges and franchises which said special commissioner was directed by said decree to sell upon the terms and conditions in said decree fully and at large set forth and to which decree reference is hereby specially and expressly made;
And whereas, at said sale Amos H. Plant, on behalf of the Reorganization Committee of the Alabama Iron & Steel Company, became the

purchaser of all the said property offered and sold as a single parcel for the sum of $55,100, the said Amos A. Plum, acting on behalf of said Reorganization Committee of the Alabama Iron & Steel Company, having duly qualified as a bidder for said property in accordance with the terms of said decree;

And whereas, the said special commissioner duly made report of said sale to said Court; and said sale has been by decree entered of record in said suit duly approved and in all respects confirmed by said Court and said special commissioner directed to make a deed or deeds conveying all and singular the real and personal property and franchises sold under the decree of foreclosure in said suit to such person or persons, corporation or corporations that the said Amos A. Plum should in writing direct;

And whereas, in the said decree dated 27th of January, 1899 there was an error in this, that from between the eleventh and twelfth lines from the bottom of Page fourteen of said decree there are omitted the following words: "And the following lands in Township 24 North, Range 11 East;" whereby the lands hereinafter set forth are described as being in Township 23 North, range 11 East; instead of in Township 24 North range 11 East;

And whereas, by the supplemental decree entered by the said the Honorable Circuit Court of the United States for the Northern District of Alabama, Southern Division, dated 20th of May, 1899 it was adjudged that the said lands hereinafter described were intended to be described as a part of Township 24 North, range 11 east; and not a part of Township 23 North, range 11 East and the said lands were bought as a part of Township 24 North, range 11 East; and it was so understood as between the Parties

interested in this cause; and whereas, by said supplemental decree, entered of the date aforesaid by the said Circuit Court of the United States for the Northern District of Alabama, Southern Division, the said N.W. Trimble was directed to make title to the above mentioned land as a part of Township 24 North, range 11 east; and that his deed so made as aforesaid be in all respects as complete and as perfect as though the said property had been described as in Township 24 North, range 11 East in said decree as originally entered; and that said deed shall be made to Amos A. Plumb, on behalf of the said Reorganization Committee of the said Alabama Iron & Steel Company, who was the purchaser at the sale herein-before mentioned, or to such person or persons, corporation or corporations as the said Amos A. Plumb, acting on behalf of the said Reorganization committee, shall in writing appoint;

V.

and whereas, the said Amos A. Plumb has in writing duly requested a conveyance to be made by the said N.W. Trimble, special Commissioner as aforesaid, to the Southern Mineral Land Company;

Now, therefore, this indenture witnesseth:

That the said party of the first part, to-wit: N.W. Trimble, as such special commissioner as aforesaid, in pursuance of the said decree and in consideration of the original purchase price of $ 55,100, paid and to be paid by the said purchaser in the manner specified in and in accordance with the decree of this court; the said party of the first part has granted, bargained, sold, transferred, and conveyed, and by these presents does grant, bargain, sell transfer and convey unto the said Southern Mineral Land Company, a corporation organized and existing under and by virtue of the

Laws of the State of Alabama, and to its successors and assigns forever, all of the following described real estate, to-wit; all that certain tract of land lying in Township twenty four North, range 11 east, described as follows;
The South-east quarter, and the South-west quarter of the South-west quarter, and the east half of the South-west quarter of section four;
The South half of the South-east quarter, and the North-east quarter of the South-east quarter, and the South-west quarter of section five;
The west half of the North-east quarter, and the North half of the South-east quarter of section six;
The east half of the North-east quarter, and the North-west quarter of the North-east quarter, and the North-east quarter of the North-west quarter of section eight;
The west half of the North-west quarter of section nine;
The South half of the South-west quarter of section eleven,
Mineral interest in the east half, and the east half of the North-west quarter of section twenty-one, and the east half of the South-west quarter of section twenty and;
Mineral interest in all of section twenty-two;
South half of the North-west quarter of section twenty three;
The west half of the South-east quarter, and the east half of the South-east quarter of the South-east quarter of section thirty-four, all of said lands situated in the State of Alabama.
Together with all the estate, equity of redemption, rights, privileges, immunities and franchises of the said Alabama Iron & Steel Company, and all the estate, interest, equity of redemption

claims, demands of every nature whatsoever of each and all the parties to said suit in and to said property and every part thereof.
To have and to hold all and singular the lands, tenements and hereditaments and property of every nature whatsoever, real personal or mixed, with all the rights, privileges, and franchises pertaining thereto, herein conveyed or intended to be conveyed, unto the said Southern Mineral Land Company and its heirs, successors and assigns, which said Southern Mineral Land Company is hereby invested with the same and shall possess and enjoy the same as fully and completely as said Alabama Iron & Steel Company now holds and enjoys or has heretofore held and enjoyed or had a right to hold and enjoy the same, and entirely freed and discharged from the liens of the two mortgages or deeds of trust in said decree mentioned and freed and discharged from the liens of any judgments of any and all of the parties defendant to said suit and freed and discharged from all and every right, title or interest of whatsoever nature in or to said property, of each and all of the parties defendant to said suit.
It is hereby understood and agreed that no personal covenants or liabilities shall be implied from this deed against the said party of the first part except that he has not in his official capacity made any prior conveyance of the property herein mentioned or any part thereof.
In witness whereof the said N. W. Trimble as such special commissioner has hereunto set his hand and affixed his seal the day and year first above written.
Signed, sealed and delivered in the presence of

O. B. Anthony
J. K. Brockman
The State of Alabama,

N. W. Trimble (L S)
Special Commissioner

County of Jefferson } I, J. K. Brockman a Notary Public in and for said county, hereby certify that N. W. Trimble, special commissioner, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he, as such special commissioner, executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of July 1899.

J. K. Brockman
Notary Public Ala
Jefferson Co

J. K. Brockman
Notary Public

Filed for record Sept-12-1899 & recorded
A. R. Longshore
Judge of Probate

* The deed herein made, attaching to conveyance in this conveyance and other property to the extent of the Alabama law. This conveyance, was duly attached according to decision in the original conveyance. This deed is not stamped. Morning the first conveyance.
N. W. Trimble
Special Commissioner