No. 2977.

Know all men by these presents: That Whereas, by virtue of the acts of Congress of the United States and of the General Assembly of Alabama referred to in the Act of the General Assembly of Alabama, approved February 10th 1876, entitled "An Act to execute the power of disposal of the lands, granted by an act of Congress, entitled 'An Act granting public lands in alternate sections to the State of Alabama to aid in the construction of certain railroads in said State, approved June 3rd, 1856,' which power of disposal is conferred upon the Legislature of Alabama by said act of Congress, and by virtue of what was done prior to February 10th 1876, by or under or in pursuance of the legislation of Congress and the legislation of the State of Alabama, the said State had become completely vested with the titles to the lands embraced by said acts of Congress for the uses and purposes shown in said acts of Congress, and whereas, the said State, prior to February 10th 1876, and more than six months prior to the duly decreed bankruptcy of the Alabama and Chattanooga Railroad Company, had acquired a valid lien in good faith, upon all of said lands to which the Alabama and Chattanooga Railroad Company ever had any rights or title, either legal or equitable, by a conveyance executed by that Company to the State of Alabama, to secure an indebtedness of that Company to said State greater than the value of the interest of that Company in or to said lands, no part of which indebtedness has ever been paid to said State, and whereas by a deed executed and bearing date the 8th day of February 1877, the said land was conveyed by the Governor of said State of Alabama, in pursuance of an act of the General assembly of Alabama approved February 23rd, 1876, entitled "An Act to ratify and confirm the settlement of the existing indebtedness of this State as proposed in the report of the Commissioners appointed

under the act approved 17th of December, 1874, and which was communicated to the General Assembly by message of the Governor of 24th of January, 1876, and to carry said settlement into effect by the issuance of new bonds of this State, at a reduced rate of interest, in adjustment of a portion of said indebtedness, and the surrender of certain securities held by the State in discharge of another portion of said indebtedness," to John A. Billups and John Swann, as trustees, for the purposes in the said deed specified, and whereas, the said John A. Billups and John Swann have become vested with the power and authority to dispose of, sell and convey said lands in accordance with the provisions of said deed, and of said last mentioned act of February 23rd 1876.

And whereas, the said John A. Billups and John Swann trustees, as disclosed in said deed and said act of February 23rd 1876, have been directed, since May, 1886, by the holders of such of the bonds described in the fifteenth section of said last mentioned act as had been surrendered to the Governor on or before the first day of May, 1886, in accordance with the provisions of said last mentioned act, to convey and accordingly have conveyed to the Alabama State Land Company, certain parcels of said lands remaining unsold by said trustees, including in said conveyance the parcel or parcels of land hereinafter specifically described, that is to say: The East half of the North East quarter the East half of the South East quarter, and the South West quarter of the South East quarter of Section Seventeen, in Township eighteen south, of Range two, east (E½ of N.E.¼ E½ of S.E.¼ and S.W.¼ of S.E.¼ Sec. 17, Tp. 18 S. R. 2 E) containing Two hundred (200) acres, more or less, situated in the County of Shelby in the State of Alabama:

And whereas, the Alabama State Land Company above mentioned has this day sold to T. H. Johnston subject to the reservations hereinafter mentioned, the said parcel or parcels of land last herein above specifically described,

Old Re. 283 4/83

Abstract by B. Riddle Finley of Oxford

The debt secured by the instrument herein referred and described is hereby satisfied this Nov-17th 1916 Alabama State Land Co. By Paul O. Hill

at and for the price of Five hundred ($500.00) dollars, upon the terms herein shown, that is to say, the said T. H. Johnston has this day paid to the Alabama State Land Company, the sum of Two hundred and fifty ($250.00) dollars in cash and executed one note for the sum of Two hundred and fifty ($250.00) dollars August 7th 1908 bearing ~~interest~~ from February 7th 1908 the said notes being for the balance unpaid on said sale of said land last above described, and said balance to be and remains a lien on said last mentioned land until said balance shall be paid with lawful interest thereon. And it is distinctly agreed as part and parcel of the terms of this sale of the lands last above described, that the Alabama State Land Company does not convey to the said T. H. Johnston but reserves to itself, either for its own benefit or for sale to others, all the iron ore, coal, limestone and other minerals containing in or upon said lands, and also the right of way and the right to build such rail or tramways of any description over the same as may be necessary for the convenient transportation of the coal and other minerals from said lands and from any other lands that the said The Alabama State Land Company, its successors or assigns, or any person holding under it, or its successors or assigns may own as mining property in connection with the lands above described, and also the right of way and the right to build such rail or tramways over said lands as may be convenient in transporting all material and implements that may be of use in mining upon said lands and the other lands herein referred to, and also all the timber and water upon the lands herein conveyed as may be necessary or convenient in mining said lands, together with all other necessary mining privileges. And it is further understood and agreed that the grantee

or grantees in this conveyance will not hold adversely, or permit any other person to hold adversely, to the grantor in this conveyance, or its assigns or successors, any iron, coal or other minerals, or right of way, or other thing reserved to the grantor in this conveyance, but will hold everything herein reserved to the grantor, for the grantor, its assigns or successors, and for no other purpose or purpose whatever.

Now, therefore, in consideration of the premises, The Alabama State Land Company doth, by these presents, grant, bargain, sell and convey unto the said T. H. Johnston the said parcel or parcels of land herein above specifically described subject, however, to the reservations herein set forth.

To have and to hold the said parcel or parcels of land last above described unto the said T. H. Johnston, his heirs and assigns forever, but subject to the said reservations herein disclosed.

In testimony whereof, the said The Alabama Land Company, a corporation organized under the laws of Alabama, the grantor in this conveyance, has caused these presents to be signed by its Vice President and its common seal to be affixed by its secretary duly authorized for this purpose. February 7th 1900

The Alabama State Land Company

By C. C. Harvey
Vice President.

Attest:
J. H. Wallace
Secretary.

State of Louisiana }
Parish of Orleans } I, Purnell M. Milner a Notary Public duly appointed and acting as such in and for the Parish of Orleans in the State of Louisiana hereby certify that C. C. Harvey Vice President of The Alabama State Land Company, whose name as such Vice President in behalf of said Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents

of the conveyance, he, on behalf of said Company, and as Vice President thereof, executed the same voluntarily on the day the same bears date.
Given under my hand and seal this 8th day of February A. D. 1900.

Purnell M. Milner
Notary Public

Filed for record Feb. 29' 1900 & recorded
G. P. Longshore
Judge of Probate