Cahaba Valley Coal Copy - to S. Hill John

The State of Alabama } Know all men by these presents
Jefferson County } That, for and in consideration of nine thousand $9000. dollars, to it in hand paid -at and before the ensealing and delivery hereof "The Cahaba Valley Coal Company" a Corporation organized under the laws of the State of Alabama, with its principal office in Birmingham Alabama, does hereby grant, bargain -and sell unto Sam'l Hill John as trustee in trust for the uses and trusts hereinafter expressly declared and set forth; - The South East quarter of the North East quarter, -and the South West quarter of the North West quarter -and the South half of Section Thirty Six 36. in Township 20. South of Range 4 West also the South half of the Southeast quarter of Section 30 in Township 20 of Range 3 West of the Huntsville Meridian lying in Shelby County Alabama and containing 480 acres more or less. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and also all of the mine machinery mine tracks, trainways mine cars, tools appliances and appurtanances used in connection with the business of mining coal, and all of the franchises upon or connected with said land -and business.

To have and to hold unto the said trustee, and his successors in this trust, for the benefit and security of the holders of the hereinafter described bonds -and coupons.

And the said Corporation for itself, and its successors does hereby covenant with the said Trustee his successors and assigns, that it is lawfully seized in fee of the granted premises; that they are free from all incumbrances; that it has a good right to sell and convey same; and that it will -and its successors shall warrant and defend the same to the grantee and his successors and assigns, against the lawful claims and demands of all persons. Provided nevertheless, that if the said corporation shall pay or cause to be paid sixty, one hundred dollars bonds of date, December 1st 1900. and thirty, one hundred dollars bonds of date March 1st. 1901 all payable ten years after date at the Alabama National Bank" Birmingham Alabama, with

interest at the rate of six per cent per annum payable semi annually and evidenced by twenty three dollars coupons attached to every one of said bonds with the right reserved in the said Corporation to prepay any of said bonds after two years from the date thereof; and until the full payment of all of said bonds and coupons, the corporation shall pay all taxes and assessments on the granted premises; and shall keep the buildings thereon insured against fire in a sum not less than $2500. dollars for the benefit of the grantee in some insurance Company approved of by the said grantee and shall not suffer any waste of the granted premises; or any breach of any covenant herein contained, then this deed shall be void otherwise to remain in full force and effect.

Upon the happening of the first default in the performance or observance of the foregoing covenants and conditions, all of said bonds shall mature and become due and payable, and the said trustee or his successors in this trust upon the request in writing of the holder of any one of said bonds, shall sell the granted premises and property rights and franchises or such portion thereof as may be necessary, at public auction in front of the Court House of Jefferson County Alabama, after giving notice of the time, terms and place of such sale, once a week for three successive weeks, in any newspaper published in Birmingham, and shall convey the same to the purchaser at said sale; and out of the money arising from such sale, the said trustee or his successors shall first pay the expense of making said sale, and a reasonable attorney fee for conducting the sale, and drawing and executing and executing the necessary conveyances thereunder, not to exceed one hundred $100. dollars, and shall then pay all of said bonds and coupons which are due and unpaid, and the rest if any, shall pay over to the said Corporation or its assigns.

And it is expressly agreed that the said Trustee or his successors, or the holders or the owners

of any of said Bonds, or Coupons, may become the purchaser of any or all of said property at said sale as though he or they were strangers hereto and that until this Mortgage Deed of Trust is foreclosed the said ~~Mortgage~~ Corporation, its successors and assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

"In testimony whereof "The Cahaba Valley Coal Company" has hereunto set its corporate ~~seal~~ name by R. M. Cary its President and affixed its corporate seal attested by Louis K Moss, its Secretary on the 27th day of February AD 1901

The Cahaba Valley Coal Company,
by R M Cary Prest.

Attest:
L K Moss — Secretary.

The State of Florida } I John Massey a notary
Escambia County } Public in and for said County, hereby certify that R. M. Cary whose name 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 executed the same voluntarily on the day the same bears date, as President of "The Cahaba Valley Coal Company".

Given under my hand ~~this~~ & seal this 27th day of February AD 1901

Jno. Massey
Notary Public State
of Fla at Large.

I Saml Will Johnson the Trustee named in the foregoing deed, do hereby accept the above Conveyance and agree to execute the Trust therein created, strictly in accordance with the terms thereof. In testimony whereof, I have hereunto set my hand and affixed my seal this 27th day of February AD 1901

Saml Will Johnson

Attest:
Fred K A Fudgham

Filed for record March 5th 1901 & recorded A. P. Longshore Judge of Probate