City of Columbiana to J. M. Bosworth

The State of Alabama) This agreement made and entered
Shelby County) into this 13th. day of June A. D.
1901 by and between the city of Columbiana Shelby County
Alabama through its Mayor and council parties of
the first part, and Dr. J. M. Bosworth and Obedrah +
Bowman party of the second part witnesseth: That
the party of the first part agrees to furnish a location
to be agreed upon of not less than three acres, and
erect thereupon a building the plans of which are
now in the hands of the party of the first part.
The said buildings to be completed by the party of
the first part on before the first day of August 1901.
The party of the second part agrees to put the necessa-
ry machinery for the operation of a canning factory
to employ from seventy five to three hundred persons
into the said building and have the same ready
to operate by the 15th day of August 1901.
It is further agreed and understood that the parties of the
first part shall convey to the second part by warranty deed
the said plat of ground together with all the improvements
as soon as completed and the machinery as aforesaid is

on the grounds or set in the building. And it is further understood that if the said party of the second part shall abandon said grounds and buildings and cease to use them for a cannery within a period of five years, the said Lands & buildings shall revert to the City of Columbiana. Witness our hands and seals this 13th day of June.

W B Browne Mayor (L.S.)
Dr J.M. Bosworth (L.S.)
O F Bowman

State of Alabama }
Shelby County } Know all men by these presents, that we the Mayor & Council of the City of Columbiana a municipality situated in the County of Shelby & State of Alabama in consideration of an agreement heretofore entered into on June 13th 1901, by and between said Mayor & Council of the first part and said Bosworth & Bowman of the second part, hereto attached and made a part of this instrument and in consideration that said parties of the second part shall comply with their said contract and shall in good faith establish & operate a Canning Factory on said hereinafter described Lot according to the terms & stipulations of said contract for the term of five years from the date of this instrument do hereby grant bargain sell and convey unto Bosworth & Bowman a firm composed of J.M. Bosworth & Obediah F Bowman the following described real estate situated in said town of Columbiana, County of Shelby & State of Alabama bounded as follows: Beginning at a stone set under the ground at the south west corner of the Canning Factory building at a point at a point ~~of~~ on the right of way of the L & N R.R. grounds and about (12) twelve feet south of the point where the said L & N R.R. crosses the center of Depot street, thence north to the north line of the Lot or parcel of ground bought of J.R. Beaners by the grantors on July 1st 1901 thence east on and along said north line of the said Beaners Lot (200) Two hundred feet thence south on a line parallel with said west ~~side~~ line to the said depot street thence on the north line of said depot street in a northwesterly direction

to the place of beginning, containing (3) acres three more or less, together with the Canning Factory building erected thereon by said Mayor & Council in accordance with said Contract hereto attached, To have and to hold to the said Bosworth & Bowman their heirs & assigns forever, And the said Mayor & Council of the city of Columbiana for themselves, for said city & for their successors in office covenant with the said Bosworth and Bowman their heirs and assigns that said City is lawfully seized in fee simple of said premises; that they are free from all incumbrances that it has a good right to sell and convey said premises; that the said City, the said Mayor and Council and their successors in office shall warrant and defend the same to the said Bosworth & Bowman their assigns heirs & Executors forever against the lawful claims of all persons whatsoever. And it is further agreed that should said Bosworth and Bowman their heirs executors or assigns abandon said grounds and building or cease to operate on the same a Canning Factory in good faith in accordance with the term of said contract then said Land & buildings shall revert to said City of Columbiana. Witness our hands & seals this August 26th 1901

Mayor & Council of the City of Columbiana (L.S.)
By W B Browne Mayor (L.S.)

State of Alabama } Before me J R White Register
Shelby County } in Chancery in and for said County personally appeared W B Browne, known to me, & known to me to be the Mayor of the City of Columbiana in said State & County, and hereby certify that he as said Mayor acknowledged before me on this day, that being informed of the contents of the foregoing Conveyance he executed the same voluntarily on the day the same bears date, as said Mayor of said City, by order and direction of the Mayor and Council of said City of Columbiana.

Witness my hand & seal of office this 26th day of August 1901

J. R. White Register in Chancery

Seal

Filed for record August 26th 1901, & recorded