Charles M. Shelley to Mrs Ann A. Lapsley

The State of Alabama

This Indenture made this 28th day of June A. D. 1881, by and between Charles M. Shelley, Administrator of the Estate of Kathleen Shelley, late of the County of Dallas and State of Ala. (dec.d) and herein acting as such Administrator, party of the first part, and Ann A. Lapsley of the County of Shelby and state aforesaid of the second part. Witnesseth: That the said party of the first part heretofore, to-wit on the 31st day of March in the Year Eighteen hundred & Seventy-Seven, acting as administrator as aforesaid, made and entered into a Contract in writing as party of the first therein, with Polly A. Briston as party of the second part and the said Ann A. Lapsley as party of the third part therein; which Contract is of date the day and year last aforesaid and thereby bargained to the said Polly A. Briston & Ann A. Lapsley respectively and Severally Certain tracts or parcels of land then belonging to the Estate of the said Kathleen Shelley which had been previously Conveyed to him in trust for the sole & separate

use of the said Kathleen Shelby by Moritz Meyer as surviving partner of the then late firm of M. Meyer & Co and Executor of the dec'd partner of said firm, the late Adolph Elkan, which lands are hereinafter substantially specified and designated substantially as set forth in the aforesaid Contract which sets forth the terms, Consideration and Conditions on which the lands embraced therein, were bargained to the said Polly A. Bristow & Ann A. Lapsley respectively; The said lands are specified and designated in said Contract substantially as follows; That is to say; The N½ of the S N¼, and the S N¼ of Section 13; another E½ of the S E¼ of Section 14; & the N½ of the S E¼ of Section 23; & the N½ of the S N¼; & the S½ of the S E¼; & the S E¼ of the S. N¼ of Section 24; all in Township 22; & Range 2 West in the County of Shelby and State aforesaid; with the hereinafter specified and designated reservation and exception as substantially set forth in the aforesaid Contract; That is to say; excepting and reserving the portions of the E½ of the S E¼ of said Section 14; and of the N½ of the S N¼, and of the N½ of the S N¼ of the aforesaid Section 13. that are contained within the following limits or boundaries; to-wit; The portions situate between the Selma, Rome & Dalton Railroad, and the public or common road Northward & Northwestward of said Railroad known as the Columbiana & Shelby Springs road, extending from said Railroad at the point where the Montevallo & Shelby Iron Works road crosses said Railroad, Northward in the direction of the town of Columbiana, via Shelby Springs; and so much of the most northerly portion of the S. N¼ of said Section 13, as belonged to the aforesaid firm of M. Meyer & Co, at or before the aforesaid Conveyance to the said Charles M. Shelby by said Moritz Meyer as surviving partner and executor as aforesaid, as, added to the previous above reservations and exceptions, will make up the entire reservation and exceptions herein above set forth, to Eighty acres, which as stated in the aforesaid contract, belonged to John N. Lapsley. Also reserving and

excepting the following designated portions of the S. W 1/4 of said Section 13, and of the E 1/2 of the S E 1/4 of the aforesaid Section 14. as are embraced within the following specified limits or boundaries; That is to say: Commencing at the Selma, Rome & Dalton Railroad where the aforesaid Montevallo & Shelby Iron Works road crosses it; Thence along said road in the direction of Shelby Iron works until reaching the old Selma road, so called, which formerly constituted a public road or high way from Shelby Springs in the direction of the City of Selma, though partially discontinued as a public highway or road. Thence along the last named road (as it formerly existed) in the direction of Shelby Springs to the ditch which crosses (or crossed) if coming out of the enclosed premises of said John N. Lapsley, extending in a South Eastrly direction until it (said ditch) or the course thereof reaches the branch of said Lapsley's Spring Northward of said Montevallo & Shelby Iron Works road. Thence Northwardly to the mouth of a ditch a short distance Eastward of the Spring or Spring branch aforesaid. Thence Northwardly along the Eastern margin of said last named ditch as far as it extends; & continuing in the same (Northward) direction until falling into again, said old Selma & Shelby Springs road (as it existed). Thence along the Eastern margin of said last named road (as it existed) in the direction of Shelby Springs, until reaching the Selma, Rome & Dalton R. R. Thence Southeasterly along the Southern margin of said Railroad, to the place of beginning; which said last above stated reservations and exceptions are also (as stated in the aforesaid Contract) the property of said John N. Lapsley. Also the following designated reservations and exceptions, to-wit; The portions of the E 1/2 of the S E 1/4 of the aforesaid Section 14. & of the N 1/2 of the N E 1/4 of the aforesaid Section 23, which lie Southward and Southwestward of the aforesaid Montevallo & Shelby Iron Works road, and Northward & Northwestward of the old Selma road, so called.

The aforesaid Contract including the individual interest of the said Charles M. Shelley, fixed the price of the lands bargained as aforesaid to the said Polly A. Bristow & Ann A. Lapsley respectively at the sum of Sixteen hundred dollars for the whole. It is provided and stipulated in and by said Contract that of the lands therein and thereby bargained to the said Polly A. Bristow and Ann A. Lapsley that the hereinafter designated and specified portions should go and belong under the terms of said Contract to the said Ann A. Lapsley on the fulfillment by her of her obligations under said Contract, as her separate proportion of the lands bargained as aforesaid; That is to say; all the parts and parcels those of which are situated Southward of the Selma, Rome & Dalton Railroad without crossing the aforesaid Montevallo & Shelby Iron Works road, and which lie Northward & Eastward of the last named road without crossing the said Selma, Rome & Dalton Railroad. All the rest of the lands that were conveyed as aforesaid to the said Charles M. Shelly, and by him bargained as aforesaid to the said Polly A. Bristow & Ann A. Lapsley containing all the buildings and other improvements on the lands, were by the terms of said Contract bargained to the said Polly A. Bristow. It is stipulated in said Contract that the proportion of the purchase money for said bargained lands to be paid by said Polly A. Bristow & Ann A. Lapsley respectively, should be settled by and between themselves respectively; and it was settled by agreement between them that the proportion to be assumed and settled by the said Ann A. Lapsley, should be three hundred & fifty dollars, which the said Ann A. Lapsley assumed & agreed to pay, and gave her note for, with security in accordance with the terms and conditions of said Contract, and the requirements of the decree of the Chancery Court therein after referred to, and that the said Polly A. Bristow should assume and pay the balance of said purchase money in accordance with the terms and conditions of said contract

and said decree of the Chancery Court. It was stipulated in said Contract that the said Charles M. Shelley as Administrator as aforesaid, should institute or cause to be instituted in a Court of Competent jurisdiction, proper proceedings for the purpose of having the terms of said Contract ratified or confirmed, so far as may (might) be required to best complete titles in the said Polly A. Bristow to the portions of the land bargained to them respectively by the terms of said Contract and in accordance therewith; and in compliance with this stipulation the said Charles M. Shelley filed his bill in the Chancery Court of the County of Shelby in the then Eastern Chancery Division of Alabama, against the said Polly A. Bristow & Ann A. Lapsley setting forth therein the aforesaid Contract which is on file in the said Chancery Court. On the hearing of said case upon the bill exhibits and depositions taken therein at the Feby term 1878, it was among other things ordered & decreed by said Chancery Court that the aforesaid Contract be ratified and confirmed, and the said Charles M. Shelley was thereby authorized and directed to carry out the terms and provisions thereof. The decree aforesaid, of said Chancery Court and the aforesaid Contract as set forth in the said Chancery proceedings, and as filed in the said Chancery Court are specially referred to in connection with this Indenture, and to be regarded and taken as portions thereof. While it is stipulated in said Contract that the purchase money for said bargained lands should be payable in seven years bearing interest from the date of said Contract and payable annually, it is provided that the payors respectively, should have the privilege of paying the whole or any part of the principal before maturity. This Indenture further witnesseth that the said Ann A. Lapsley has complied with the stipulations of said Contract and the requirements of the aforesaid decree of the Chancery Court in relation to the portion of the aforesaid bargained lands, as bargained to her;

and has paid the interest only and regularly according to the stipulations of said Contract, on the purchase money - three hundred and fifty dollars - the sum stipulated to be paid by her as fixed by authorized agreement as herein above stated, between herself and the said Polly A. Bristow; and has paid to the said Charles M. Shelley as Administrator as aforesaid, the whole of the principal of her proportion of the purchase money, for the portion of the aforesaid bargained lands assigned to her by the terms of said Contract, with the interest that accrued thereon, which payments of interest and principal were made - the interest annually up to the first of January Eighteen hundred & Eighty-one - and interest since then, and the principal were paid at or before the execution of this Indenture; making full compliance on the part of the said Ann A. Lapsley with the terms required of her by the aforesaid Contract and Chancery decree, to entitle her to the portion of the aforesaid bargained lands, assigned and bargained to her in severalty by the terms of said Contract; In consideration whereof and of the premises, the said Charles M. Shelley administrator as aforesaid, under and by virtue of the power conferred upon him, and possessed by him under and by means of the aforesaid decree of said Chancery Court, has granted bargained, sold and conveyed, and does by this Indenture grant, bargain, sell and convey to the said Ann A. Lapsley, her heirs and assigns, all the rights title and interest in and to that portion of of the aforesaid bargained land that was bargained and assigned to the said Ann A. Lapsley in severalty as herein above set forth by the terms of the aforesaid Contract that vested in the said Shelley in trust as aforesaid by the aforesaid Conveyance of the said Moritz Meyer as surviving partner and as Executor of Adolph Elkan, dec^d; including all the right, title and interest that were vested in the said Charles M. Shelley in trust for the use and benefit of the said Kathleen Shelley, or possessed by him personally, and all the right, title and interest in equity or otherwise, that were vested in the said Kathleen Shelley in her life time or at the time of her death; All which

rights, titles and interests in and to the portion of the aforesaid bargained lands, bargained and assigned to the said Ann A. Lapsley under the terms of the aforesaid Contract, as herein above set forth, are by this Indenture Conveyed to and Vested in the Said Ann A. Lapsley, her heirs and assigns.
In testimony whereof the said Charles M. Shelley has hereto subscribed his name and set his seal the day and year herein first above written.

Attest: Charles M. Shelley (Seal)
A. E. Baker.

State of Alabama,
Dallas County. } I, George N. Lewis, a N. P. in and for the County & State aforesaid, hereby certify, that Charles M. Shelley, whose name is subscribed to the above written and foregoing Conveyance, and who is personally known to me, appeared before me this day and acknowledged that being informed of the contents of the said Conveyance, he as Administrator of the Estate of Kathleen Shelley, and under authority of the decree of the Chancery Court of Shelby County, referred to in the said Conveyance and being informed of the contents of said Conveyance, voluntarily executed the same at the date thereof.
Given under my hand as such Notary Public and Notarial Seal, this 30th day of June A. D. 1881.

Geo. N. Lewis
N. P.

Filed for record on the 24th day of March 1902, & recorded.

A. O. Longshore
Judge of Probate