A. H. Moses to W. B. Gilmer

The State of Alabama } Know all men by these presents
Montgomery County. } that whereas on the 28th day of October 1872 William B. Gilmer & Alfred H. Moses entered into an agreement in writing as follows to-wit:

The State of Alabama }
Montgomery County. } Know all men by these presents that whereas certain matters of difference have arisen between William B. Gilmer & Alfred H. Moses regarding the following described lands to wit: N 1/2 of S. E 1/4 S. E 1/4 of S. E 1/4 Sec. 20 - Tp 20 R. 3. West - S. W 1/4 - N. E 1/4 - S. E 1/4 of N. W 1/4, N 1/2 of S. E 1/4 Sec. 12 Tp 18. R 3 W - S. E. 1/4 of S. W. 1/4, S. E 1/4, S. E 1/4 of N. E. 1/4, Sec. 32. Tp 17 - R 2 W - N. W 1/4 of N. W 1/4, E 1/2 of N. W 1/4, N. E. 1/4 of S. W. 1/4, N 1/2 of S. E 1/4, N. E 1/4 of S E 1/4, Sec. 32 - Tp. 20 - R. 3 W N. W 1/4 of N. W 1/4, N. E 1/4 of S. W 1/4, S. E 1/4 & S. E. 1/4 of N. E 1/4. Sec. 30. Tp 20 - R. 3. W - N. E 1/4 of N. E 1/4 Sec. 8 - Tp 20. R. 3 - whole of Sec. 28 Tp 19 - R. 3 W 1/2 N. E. 1/4, N 1/2 of S. E. 1/4 Sec. 6. Tp 21 - R. 3 West - S 1/2 - S. W 1/4, of N. W 1/4, S. E. 1/4 of N. E. 1/4 Sec. 36 - Tp 30. R. 4 West - Entered in the office of Register of lands of the United States at Montgomery on the 15th day of May 1866 - in the names of Geo. W. Gilmer, Francis J. Smith, W. C. Bibb, P. H. Donaldson, Alfred H. Moses and W. C. Buppington and whereas said William B.

Gilmer claims that he employed said Alfred H. Moses to enter said lands and furnished him money to pay for the same and that said Moses took the legal title to an undivided sixth of said lands for himself for the use and benefit of him the said William B. Gilmer and that said Moses was to be compensated by commissions for his services in the matter of entering said lands as aforesaid and is not entitled to hold in his own right the legal title to said interest in said lands except as security for the payment of such commissions as may be due to him for said services. And whereas the said Alfred H. Moses claims that the legal title to said lands belongs to him, that the one undivided sixth interest in the same was allotted to him for his own use and benefit as compensation for effecting the entries of said lands and that William B. Gilmer when he employed the said Moses to enter said lands agreed to allot and that he did allot to him one undivided one-sixth interest in said lands.

Now therefore the said Alfred H. Moses & William B. Gilmer have agreed and do hereby agree to refer the matters of controversy aforesaid to the arbitrament and award of P. T. Sayre Esqr. whose award in the premises shall be final. It is further agreed that said P. T. Sayre in considering and determining said matter of controversy shall be guided and controlled by the Statutes and rules governing Courts of Equity, and shall consider himself as chancellor selected by the parties to determine said matters of controversy as upon bills, answers and other pleadings regularly filed in the proper Court of Chancery. And all such bills, answers and other pleadings which may be considered necessary to raise any question in said controversy shall be considered as duly drawn and filed, said P. T. Sayer will first determine the right of said Moses to hold an interest in said lands to his own use. And if he be found entitled so to hold the same the amount of such interest he is entitled so to hold as against said William B. Gilmer. And if the said P. T. Sayre shall determine that said Moses is not entitled to hold an interest in said lands to his own

use but that he took and held said undivided one sixth interest in said lands for the use of said William B. Gilmer, then said P. T. Sayre will determine the amount of Commissions which is due or ought to be paid to said Moses for his services in the Matters aforesaid and how the same shall be paid or secured. And the parties aforesaid hereby bound and obligate themselves respectively to stand to and abide the award to be made under this agreement and to execute all such Conveyances, Mortgages, releases or other instruments in writing which may be thereby required or which may be necessary to carry the same in full effect.
In witness whereof we do hereto set our hands and affix our seals this 28th day of Oct. 1872

Wm B. Gilmer {L. S.}
Alfred H. Moses {L. S.}

And whereas the said parties in pursuance of said agreement appeared before said P. T. Sayre the Arbitrator therein named in person and by Counsel, and whereas afterwards, to-wit, on the 14th day of November 1872 said P. T. Sayre rendered his award and decree in the premises in writing as follows to-wit;

William B. Gilmer Vs. Alfred H. Moses
By the written agreement of the parties, this Cause was submitted to me for final decision, and the said parties having appeared before me in person and by Counsel and the evidence having been heard and the Cause having been fully argued. Now on Consideration it appears that the Complainant is entitled to the relief which he seeks. And I, the said P. T. Sayre by the virtue of the power vested in me by said written agreement do award and decree that the said Alfred H. Moses hold a one sixth interest in the lands described in said written agreement for the use and benefit of the said Wm B. Gilmer. I do further award and decree that the said William B. Gilmer is indebted to the said Alfred H. Moses in the sum of six hundred and twenty dollars. I do further award and decree that the said William B. Gilmer pay to the said Alfred H. Moses the said sum of

six hundred and twenty dollars with interest thereon to the day of payment. I do further award and decree that upon the payment by the said William B. Gilmer to said A. H. Moses of said sum or the tender thereof; that the said Moses shall execute to the said Gilmer his deed conveying to the said Gilmer a one undivided sixth part of the lands described in the written submission of this case which deed shall contain covenants of warranty against all incumbrances suffered or created by him thereon, November 14th 1872.

P. T. Sayre.

And whereas the said William B. Gilmer in pursuance of said award and decree has paid to me said sum of six hundred and twenty dollars with interest thereon from said 14th day of November 1872 - the receipt of which is hereby acknowledged.

Now therefore in consideration of the premises & of said sum so paid as aforesaid and in pursuances and in execution of said award and decree I the said Alfred H. Moses do hereby release, transfer, quit-claim and convey to said William B. Gilmer his heirs and assigns the one undivided sixth part of the lands particularly mentioned and described in said agreement above recited which vested in me by said entry

To have and to hold to him the said William B. Gilmer his heirs and assigns forever. And I do further covenant and agree that said undivided sixth part of said lands hereby conveyed are free from all incumbrances suffered or created by me and that I will warrant and defend the title hereby conveyed against all incumbrances suffered or created by me, saving and excepting an agreement heretofore made setting aside and conveying to N. C. Buffington his sixth interest in the above described lands.

Witness my hand and seal this 11th day of February A. D. 1873.

Signed, sealed and delivered in presence of
V. M. Elmore

Alfred H. Moses (Seal)

State of Alabama } This day personally appeared
Montgomery County. } before me H. C. Moses a Notary Public & Ex officio Justice of the Peace in and for the County aforesaid Alfred H. Moses the grantor in the foregoing conveyance known to me acknowledged before me that being informed of the contents of said conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand this 21st day of Feby 1873

H. C. Moses
N. P. & Ex: off. J. P.

Filed for record in my office on the 7th day of May 1873

Jno. C. Morrow
Judge of Probate.

And this deed was on the 12th day of the same month and year duly recorded in Deed Book Vol. 20. pages 111-112-113-114

John C. Morrow
Judge of Probate.

The State of Alabama
Jefferson County. } I, J. P. Stiles, Judge of Probate for said County in said State

hereby certify that the above and foregoing deed from Alfred H. Moses to Wm B. Gilmer is a full, true and correct transcript of the same and of the acknowledgement and filing of the same as the same appears of record in my office in Vol. 20 record of deeds pages 111-112-113-114.

Given under my hand and seal of office this the 20th day of March A. D. 1900

J. P. Stiles.
Judge of Probate

Seal

Filed in this office for record on the 18th day of August 1902 and recorded.

A. P. Longshore,
Judge of Probate