Cane Creek Coal Company to Bessemer Land & Improvement Co.

THE STATE OF ALABAMA)
JEFFERSON COUNTY) THIS INDENTURE made and entered into in duplicate this 5th day of March, 1903 by and between the Cane Creek Coal Company, a corproation organized under the laws of the State of Alabama, party of the first part, and the Bessemer Land and Improvement Company a corporation organized under the lws of of the State of Alabama, party of the second part, Witnesseth:

The party of the first pAbt for and in consideration of the sum of One hundred and Forty seven Thousand Dollars ($147,000.00) to i t in hand paid and to be paid by the party of the sEcond part, as hereinafter set out, does by its officers who are by the board of Directors, of the party of the sfirst part , duly authorized to execute this conveyance, grant bargain sell and convey unto the party of the second part the following described lands situated in the Counties of Bibb and Shelby in the State of Alabama:

1st. All the iron, coal and other minerals contained in, under and upon the following described lands with all necessary privileges for minning on said lands, Viz:

E 1/2 of S W 1/4 Sec. 21, E 1/2 of N E 1/4 and N W 1/4 of S E 1/4 Sec. 25, N E 1/4 of S W 1/4 Sec. 27, N W 1/4 of N E 1/4 Sec. 29, W 1/2 of N E 1/4 and W 1/2 of N W 1/4 Sec. 31, N W 1/4 of S E 1/4 and S E 1/4 of N W 1/4 Sec. 33, W 1/2 of S E 1/4 Sec. 35, all in Township 21 S. Range 5 W, containing 600 acres more or less.

2nd. The following described lands situated in the Counties of Bibb and Shelby in the State of AlabaMa, viz: Sw 1/4 of N E 1/4, S E 1/4 of S E 1/4, NW1/4 of S E 1/4, S /2 of S W 1/4, E 1/2 of N W 1/4 and S W 1/4 of N W 1/4 Sec. 24; E 1/2 of N E 1/4, S W 1/4 of S E 1/4, S W 1/4 of Section, N E 1/4 of N W 1/4 and W 1/2 of N W 1/4 Sec. 26, E 1/2 of of S E 1/4 Sec. 28, N W 1/4 of N E 1/4, W 1/2 of S W 1/4, S 1/2 ofN W 1/4 & N W 1/4 of N W 1/4 Sec. 34, all in Township 21 S. Range 5 W. N 1/2 of Section 4, Township 22 S, Range 5 W; containing 1360 acres, more or less.

3rd. The following described land situated in the Counties of Bibb and Shelby in the State of Alabama, viz: N E 1 /4 of section, E 1/2 of S E 1/4, S W 1/4 of S E 1/4 and E 1/2 of N W 1/4 Sec. 13; E 1/2 of N E 1/4, N W 1/4 of N E 1/4, S E 1/4 of section, W 1/2 of S W 1/4 and N W 1/4 of sec. 21; E 1/2 of S E 1/4 ~~S W 1/4~~, S 1/2 of S W 1/4, N E 1/4 of N W 1/4 and W 1/2 of N W 1/4 Sec. 23; E 1/2 of S E 1/4, S W 1/4 of S E 1/4, E 1/2 of S W 1/4, N E 1/4 of N w 1/4 and W 1/2 of N W 1/4 Sec. 25; E 1/2 of section, S E 1/4 of S W 1/4, W 1/2 of S w 1/4 and N W 1/4 of Sec. 27; E 1/2 of N E 1/4, S W 1/4 of N e 1/4, S 1/2 of Section and N W 1/4 of sec. 29; E 1/2 of N E 1/4, S E 1/4 of section, N W 1/4 of S W 1/4 and E 1/2 of N w 1/4 sect. 31; N E 1/4 of N E 1/4, W 1/2 of N E 1/4, S 1/2 of S E 1/4 S 1/2 of S W 1/4 and N 1/2 of N W 1/4 Sec. 33; S E 1/4 of N E 1/4, W 1/2 of N E 1/4, E 1/2 of S E 1/4 and W 1/2 of Sec. 35; all in Township 21 S, Range 5 W,; containing 3920 acres more or less.

TO HAVE AND TO HOLD the said parcels of land above described unto the said Bessemer Land and Improvement Company, its successors and assigns, forever.

And the said Cane Creek Coal Company PaRty of the first part, coveNants with the said Bessemer land and Improvement Company, party of the second part, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they aRe free from all incumbrances except those herein after named and specifically assumedby the party of the second part, that it has a good right to sell and convey the same as aforesaid, and that it will warrrant and defend the title to the same to the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons.

Theforegoing lands are hereby sold and conveyed byb the party of the first part to thep paRty of the second part for the consideration above recited of One Hundred and Forty seven Thousand Dollars ($147,000.). Of this consideration Ninety Thousand Four hundred & Eighty Dollars has been pAid by the party of the second pabt to the party of the first part and receipt of same is hereby acknowledged. The balance of said consideration is to be paid by the pArty of the second part as follows:

WHEREAS, H. F. DeBardeleben did hereTofore on the 5th day of July 1902 purchase from th the Alabama State land Company and from theAlabama Stae Land Company as Trustee, all of the lAnds embraced in this conveyance, said purchase being evidenced by two seperate deeds from the Alabama State Land Company and one deed from the Alabama State Land Company as Trustee, which deeds togetheR embraced all of the lands contained in this conveyance; and WHEREAS, the said H. F. DeBardeleben did pAy part of the purchase money for the lands ~~ex~~ embranced in each of said three conveyances, in caSh, and for the deferred payments on the several tracts of land conveyed by ~~the~~ said three conveyances respectively, did execute his notes and mortgages to the Alabama State Land CompAny and to the Alabama State Land Company as Trustee as follows, viz:

1st. Two notes for the sum of $1,896.67 each and one note for the sum of $1,896.66, all to the order of the Alabama State Land Company; all of said notes bearing interest at the rate of of s-even per cent per annum, to secure which notes the said H. F. DeBardeleben did execute a mortgage to the said Alabama State Land Company bearing date July 5t 1902, and said notes being payable respectively July 5th 1903, July 5th, 1904 and July 5th 1905.

2nd. Thre notes for the sum of $4,552.00 each due respectively July 5th 1903 ; July 5th 1904 and July 5th 1905 each bearing interest at the ~~ate~~ rate of seven per cent per annum; to secure which notes the saidd H. F. DeBardeleben did execute a mortgage to the said Alabama State L and Company as Trustee.

3rd. Two notes for the sum of $12,391.33 and noe note for th e sum and one note for the sum of $12,391.34 due respectively July 5th 1903 July 5th 1904 and July 5th 1905 each bearing interest at the rate of seven per cent per annum; to secure which notes the said H. F. DeBardelebeen did execute a mortgage to the said Alabama State Land Company bearing date July 5th, 1902, and;

WHEREAS, all of the foregoing lands were deeded to the said Cane Creek Coal Company party of the first part, by the said H. F. DeBardeleben and wife subject to the mortgage

indebtedness to the Alabama State Land Company and to the Alabama State Land Company as Trustee, hereinbefore described;

NOW THEREFORE, in addition to the cash payment hereinbefore made by the party of the first part, the party of the second part does hereby assume and agree with the party of the first part that it will pay the nine notes executed by the H. F. DeBardeleben in favor of the Alabama State Land Company and the Alabama State Land Company as Trustee, hereinbefore described, aggregating Fifty Six Thousand Five Hundred Dollars ($56,520.00) with interest thereon at the rate of seven per cent(7%) per annum, and that it will protect indemify and hold harmless the said H. F. DeBardeleben and the said party of the first part from any liability under or on account of the said nine notes and the mortgages securing same.

In witness whereof the parties hereto have caused indenture to be executed by their appropriate officers and their corporate seals to be affixed hereto on the date hereinbefore named.

Cane Creek Coal Company, seal

Cane Creek Coal Company,
By H. F. DeBardeleben
President.

Witnessed by Walker Percy
Attest J. L. Dillon
Secretary.

Bessemer Land and Improvement Co seal

Bessemer Land and Improvement Company,
By H. L. Badham
President.

Attest: R. E. Evans,
Secretary.

STATE OF ALABAMA)
JEFFERSON COUJTY) I ALYS C. VIGO a Notary Public in and for said State and County hereby certify that H. F. DeBardeleben and J. L. Dillon, whose names are signed to the foregoing conveyance respectively as President and Secretary of the Cane Creek Coal Company, and who are known to me and known by me to be, respectively, the President and Secretary of the said Cane Creek Coal Company, acknowledged before me on this day that being informed of the contents of the conveyance they, on behalf of the said Cane Creek Coal Company and as President and Secretary thereof, executed the same voluntarily on the day the same bears date

Given under my hand and seal this 5th day of march, 1903.

Alys C. Vigo
Notary Public.

Birmingham Alabama, March 5th 1903.

Meeting of Stoch holders of Cane Creek Coal Company.

Mr. H. F. DeBardleben acted as Chairman and of the meeting and Mr. J. L. Dillon as Secretary. The Secretary reported that all of the Stockholders of the corporation were present in person. The Chairman stated that the purpose of themeeting was to consider the sale of the Bessemer Land & Improvement Company of all the lands purchased by this company from H. F. DeBardeleben except W 1/2 of S W 1/4 Sec. 4 Township 22 S R 5 W consisting of 5280 acres of fee and 600 acres of mineral situated in the Counties of Bibb and Shelby in the State of Alabama, at and for the sum of $147,000.00 $90.480.00 to be paid in cash and the balance to be paid by the assumption by the Bessemer Land & Improvement Company of nine notse executed by H. F. DeBardeleben in favor of the Alabama State Land Company and the Alabama State Land Company as Trustee aggregating $56,520.00 The Chairman submitted to the meeting the draft of the proposed conveyance to the Bessemer Land & Improvement Company, and thereoupon the following resolution was unanimously adopted;

Be it resolved that the President of this company is hereby authorized and empowered to sell to the Bessemer Land and Improvement Company all of the lands of this on the terms stated by him to this meeting.

Be ir further resolved that the Presidnet of this Company be, and he is hereby authorized and empowered to execute a conveyance to the Bessemer Land & Improvement Company of all the lands of this Company and thatvthe Secretary of this Companybe, xx be, and he is hereby instructed to attest the conveyance so executed by the President.

H.FDeBardeleben
Chairman.
J.L.Dillon
Secretary.

I J. L. Dillon Secretary of the Cane Creek Coal Company hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Stockholders of the Cane Creek Coal Company held on the 5th day of March 1903, and that the deed hereto attached was submitted to to said StockholdeRs meeting by the Chairman.

J. L. Dillon
Secretary.

Filed for record oon the 6th day of April 1903, and recorded.

A. P. LONGSHORE,
Judge of Probate.