J. M. Duncan as Receiver Montevallo-Dogwood Coal Co.

The State of Alabama, } This Indenture, made and
Shelby County. } entered into, this the 30
day of March, 1905, by and between J. M. Duncan,
as receiver of Montevallo-Dogwood Coal Company,
a corporation, under the laws of the State of
Alabama, as party of the first part, and C. J.
Simmons of the City of Atlanta, State of Georgia,
party of the second part, Witnesseth:-Whereas,
under and by virtue of a decree of the
Chancery Court of said Shelby County, Alaba-
ma, made and entered on to-wit: the
16th day of October, 1904, in a cause in which
J. C. Hendrix et al were complainants or
petitioners, and Mary J. Eyclesheimer res-
pondent, the undersigned, who had, there-
tofore, in said cause, been duly appointed
Receiver of the assets and property of said
Montevallo-Dogwood Coal Company, and had
qualified as such, did, after having given
notice of the time, place and terms of sale,
by advertisement for four consecutive weeks
in the Columbiana Sentinel, a news paper
published in said Shelby County, offer
for sale at public outcry, within the
legal hours of sale on Tuesday, the 18th
day of October, 1904, at the mine of said
Montevallo-Dogwood Coal Company, near
Dogwood in said Shelby County, all in
strict conformity with the terms and
directions of said decree of sale, all and
singular the property and assets of
said Montevallo-Dogwood Coal Company
as hereinafter more particularly described
and conveyed, said sale being conducted,
as far as applicable, as administrators'
sales are by law required to be conduct-
ed; And whereas, at said sale, said party
of the second part, the said C. J. Simmons,
being the highest, best and last bidder,
became the purchaser thereof, at and

for the sum of five hundred and fifty dollars, which amount he paid in cash to said Receiver aforesaid, the receipt whereof is hereby acknowledged; And whereas; the said C. J. Simmons being the transferee and owner of all the claims filed and allowed in said Cause against said Montevallo-Dogwood Coal Company, aggregating a large amount, and to pay which was one of the purposes of said proceedings in said Cause, and of said sale, did, on the said 18th day of October, 1904, enter into a written agreement with said party of the first part as Receiver, aforesaid, and the parties to said cause in Chancery, whereby and wherein he agreed, in addition to the consideration aforesaid bid at said sale, to receipt and cancel all said claims against said Company, upon the confirmation of said sale, and the execution and delivery to him of conveyance by said party of the first part in confirmity thereto; And whereas, said property was sold for a price not greatly disproportionate to its real value; And whereas, said sale was duly reported to said Court, and, by consent of parties, submitted together with said agreement to the said Chancery Court, in vacation, whereupon, said Court did, on, to-wit: the 26th day of December, 1904, make and enter a decree confirming in all things and approving said agreement, and order therein that "the said receiver, J. M. Duncan, proceed to convey to said C. J. Simmons, the purchaser all and singular the property and assets of said Montevallo-Dogwood Coal Company, as particularly described in the decree of this Court, ordering the sale thereof, and dated to-wit: the 16th day of October, 1904 upon the said C. J. Simmons as transferee and assignee, executing and delivering a

cancellation and satisfaction of all said claims, filed and allowed in this cause." Now, Therefore, in consideration of the premises and in order to effectuate and carry out the orders and requirements of said decree, and in conformity to the terms and directions thereof, and for the considerations hereinbefore mentioned and received, said party of the first part, as Receiver aforesaid, has granted, bargained and sold, and does, by these presents, grant, bargain, sell and convey unto said ~~property~~ party of the second part, all and singular the said property and assets of said Montevallo-Dogwood Coal Company, as particularly described in said decree of sale, dated October 16, 1904, to-wit: all its rights, titles, interests and equities in and to the SE ¼ of SW ¼ of Sec. 29, Tp. 21, R. 3W. in said Shelby County, Ala., the same being that acquired by and vested in said Shelby County, Ala., the same being that acquired by and vested in said Montevallo-Dogwood Coal Company, as transferee and assignee of a bond for title, executed by Fannie E. Harrison et als to Dogwood Coal Co., on to-wit: the 16th day of April, 1901; also all the rights, titles, interests, estates and equities of said Montevallo-Dogwood Coal Company in and to NW ¼ of NE ¼ of Sec. 32; and the SW ¼ of SE ¼ of Sec. 29, and 24 acres in and along the north side of the SE ¼ of SE ¼ of Sec. 29, all in Township 21, R. 3W. in said Shelby County, Ala., not including any part of said SE ¼ of SE ¼ Sec. 29, heretofore sold by Mary Wooten to W. J. Laudlady, and which said 24 acres is to be hereafter surveyed for accurate description, the said interest being that acquired by and vested in

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said Montevallo-Dogwood Coal Co., by virtue of an agreement to convey the same, executed to said Montevallo-Dogwood Coal Co., by Mary Wooten, on, to-wit: The 4th day of February, 1902; also all the improvements and personal property belonging to said Montevallo-Dogwood Coal Co., viz: 1280 ft. 16 lb. Steel Rail; 1 Cam iron Pump; 1 Boiler, with Hoisting Engine and attachments; 1 pr. Coal Scales; 1 Scale Room; 1 Office Building; 1 Blacksmith shop; 1 Supply House; 1 2-room Dwelling; 1 Coal Trickle; 1 Water Tank; 8 Tram Cars; 500 ft. 3/4 in. Steel Rope; 1 pr. Chain Tongs; 1 Stilson Pipe Wrench; 20 Miner's Picks; 32 Mule Shoes; 5 Gals. Miner's Oil; 14 Bbl. Black Oil; 1/2 Bbl. Red Oil; 3 Augur Twists; 15 Blasting Barrels; 4 Scrapes; 3 Coal Shovels; 12 Kegs 9" Rail Spikes; 100 lbs Wire Nails; 1 Set Pipe stocks and Dies; 1 Pipe Cutter; 1 Foot Adz; 3 Hammers; 1 Sledge Hammer; 1 Spike Hammer; 1 2-Horse Wagon; 128 Brass Checks; 1 Steam Jet; 3 Side Oil Cans; 17 Rolls Blasting Paper; 4 Steel wedges; 1 Box Pipe Fittings; 2 Shovel Handles; 2 measuring Pots; 1 Grind Stone; 1 Anvil; 1 Bellows; 1 Vise; 1 Desk; 1 Iron Safe; 1 Hand Hammer; 1 Shoeing Hammer; 2 pr. Blacksmith Tongs; 1 Drawing Knife; 1 Cross Cut Saw; 1 Hand Saw; 1 Set Screw Plates; 1 Brace and Bit; 1 Signal Gong; 450 ft. 3/4 in. Steam Pipe; 1450 ft. 2 in. Pipe; 80 ft. 2-1/2 in Pipe; 40 ft. 3 in. Pipe; 1 Work Bench and Vice, and 3 Coal Forks.

To have and to hold unto said party of the second part, his heirs and assigns forever. In testimony whereof, said party of the first part, as received aforesaid, has hereunto set his hand and seal, on this the day and date first above written.

Witness. J.A. Wood, J.M. Duncan (Seal)
as Receiver Montevallo-Dogwood Coal Co.

The State of Alabama } I, J. A. Wood a Notary
Bibb County } Public, in and for said County in said State hereby certify that J. M. Duncan, whose name is signed to the foregoing conveyance, as Receiver of Montevallo-Dogwood Coal Company, and who is known to me, and who is known to me to be the receiver of said Montevallo-Dogwood Coal Company, acknowledged before me on this date, that being informed of the contents of the conveyance, he as such Receiver, executed the same voluntarily on the day the same bears date.
Given under my hand this the 30 day of March, 1905.

Seal

J. A. Wood
Notary Public
For Bibb County Ala.

Filed for record Mch 6 1905 & recorded.
A. P. Longshore
Judge of Probate.