

STATE OF ALABAMA,
JEFFERSON COUNTY.

THIS INDENTURE made and entered into on this the 28th day of June, A.D.1905, by and between Tom O. Smith as Receiver and Assignee of the Bank of Commerce, a corporation organized and existing under the laws of the State of Alabama, party of the first part, and George H. Stevenson as Receiver of the Bessemer Savings Bank, a corporation organized and existing under the laws of the State of Alabama, party of the second part witnesseth:-

That whereas the party of the first part in his capacity as Receiver and Assignee, aforesaid, has been authorized and directed by the City Court of Birmingham, by decree duly enrolled in the causes of E.H. Lopez versus Bank of Commerce and Tom O. Smith versus Bank of Commerce et al, which said causes are now pending in said court, to execute and perform a certain agreement between the party of the first and the second part, and which said agreement has ^{been} executed and is on file in said causes, and which agreement authorizes and requires the party of the first part in his capacity as Receiver and Assignee aforesaid, to execute this indenture.

And whereas a decree has also been rendered by the City Court of Birmingham in the cause of George H. Stevenson as Receiver of the Bessemer Savings Bank versus Bank of Commerce et al pending in said Court, requiring the party of the first part in his capacity as Receiver and Assignee as aforesaid, to convey to the party of the second part the real and personal property hereinafter described.

Now therefore in consideration of the premises and under and by virtue of the authority and directions hereinabove recited, the party of the first part, in his capacity as Receiver and Assignee, as aforesaid, does ~~execute~~ hereby grant, bargain and sell and convey unto the party of the second part in his capacity as Receiver, as aforesaid, all the right, title and interest of the Bank of Commerce, and all the right, title and interest of the party of the first part as Receiver and Assignee of the Bank of Commerce in and to the following described real estate, to-wit:-

The West half of said lots 15, 16, 17, and 18, in Block 222, and lots 7, 8, 9, 10, 11 and 12 in Block 259, and lots 31, 32 and 33 in Block 223, all

according to the map and plat of and located in the city of Bessemer, Jefferson County Alabama.

Also an undivided seven-tenths interest in and to the South-east quarter, the South half of the South-west quarter and twenty acres more or less in the South half of the North-west quarter, described as follows: to-wit, beginning at an elm tree in the South-east quarter of the North-east quarter and running thence 81 degrees and 21 minutes West, variations 50 minutes East alongside of an old ditch 8.84 chains to a spring branch, thence North 65 degrees West variations 50 minutes East 5 chains to the center of spring, thence West, variations 50 minutes to the West line of the South west quarter of the North-east Quarter 16.18 chains, thence North variations 5 degrees and 34 minutes East along quarter section line 5.52 chains to the North-west corner of the South-west quarter of the North-east Quarter thence East, variations 50 minutes East along the Quarter Section line 29.04-1/2 chains, thence South 40 degrees 14 minutes East 9.02 chains to point of beginning, all of said lands being in section 32, township 21, range 3 West; also the North half of the South-east Quarter of Section 5, Township 22, Range 3 West, except the following which has heretofore been sold, seven acres to Sallie Ryan, ten acres to Frank Cunningham, five acres to H.W. Harrison and two acres to G. Chon and P. Lang. All the above described land aggregating the sum of four hundred forty acres more or less.

Also the mineral rights in and to the following described land: The West half of the North-east Quarter, the West half of the North-east Quarter of the North-east Quarter, the North-west Quarter of the South-east Quarter and two acres bought off the Whatley tract known as the Jarvis batch, also that part of the South-east Quarter of the South-east Quarter lying West of the B.B.B. Railroad, known as the Birmingham and Mobile Division of Southern Railway, containing fourteen acres, more or less.

Also 13-10/100 acres, more or less, described as follows to-wit: beginning at the Southern boundary line of Section 5 Township 22, Range 3, West, and running North 15.2 degrees West 7.82 chains, thence South 87 degrees, West one chain, thence North 83 degrees, West 2.10 chains, thence North 77 degrees, West 2.50 chains, thence North 71.2 degrees, West 1.72 chains, thence North 74 degrees, West 1.43 chains, thence 75.2 degrees West 2.16 chains, ~~thence South 33.2 degrees West 5.12 chains~~ ~~thence South 31.2 degrees West 95 links~~ ~~thence South 19.2 degrees East 1.49 chains~~ ~~thence South 20.2 degrees West 1900 chains~~ ~~thence South 65 degrees, West 1.95 chains~~ ~~thence South 11.4 degrees, East 2.37 chains~~ ~~thence North 87 degrees East 17.90 chains~~ ~~to point of beginning~~, all of said lands lying ad being Section five Township 22, Range 3 West; also the North half of the South half of the North-west Quarter, and the North-east Quarter of the North-east Quarter of the of Section 7, and the North-west Quarter of the North-west Quarter of the of Section 8, and part of the South-east Quarter of the North-east of Section 8, township 22, and Range 3, West, aggregating 310 acres more or less.

Also the right-of-way of branch railroad from ~~xxxxxx~~ where it now intersects the Birmingham & Selma Division of the Southern Railway, just above Dogwood Station to the commissary off said Export Coal & Railway Company, being fifty feet wide. Together with all other real property belonging to the Export Coal & Railway Company.

Also the party of the first part further in consideration of the premises, and in the capacity aforesaid, does hereby transfer, assign and set-over and convey to the party of the second part, in his capacity aforesaid all right, title and interest of the Bank of commerce and all the right title and interest of the party of the first part, as Receiver and Assignee of the Bank of Commerce, in and to all notes, bills, accounts, rights of action and choses in action of every kind and description, and all other personal property of every kind and description belonging to the estate of the Bank of Commerce, or to the party of the first part, as its Receiver and Assignee.

IN WITNESS WHEREOF the party of the first part in his capacity
as Receiver and Assignee of the Bank of Commerce has hereto set his hand and ~~mark~~ affix-
ed his seal on the day and year first above written.

Tom Smith (L.S.)

As Receiver and Assignee of the Bank of Commerce.

STATE OF ALABAMA,
JEFFERSON COUNTY

I, J.W. Hargrove, a notary Public in and for said County in said State hereby certify that Tom O. Smith, who is known to me, and who is also known to me to be the Receiver and Assignee of the Bank of Commerce, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date, as Receiver and Assignee of the Bank of Commerce.

Given under my hand and seal this 28th day of June, A.D. 1905.

J. W. Hargrove

Notary Public.

Filed for record 7th day of July 1905 and recorded.

A. P. Longshore

Judge of Probate.

Notary Public Seal
