

No 4066.

Know all men by these Presents:
 That whereas, by virtue of the acts of Congress of the United States and of the General Assembly of Alabama, referred to in the Act of the general assembly of Alabama, approved February 10th, 1876, entitled an act to execute the power of disposal of the lands, granted by an act of Congress, entitled, an act granting public lands in alternate sections to the state of Alabama to aid in the construction of certain railroads in said State, approved June 3rd 1856, which power of disposal is conferred upon the Legislature of Alabama by said act of Congress & by virtue of what was done prior to February 10th, 1876, by or order, or in pursuance of the legislation of Congress and the legislation of the State of Alabama, the said State had become completely vested with the titles to the lands embraced by said acts of Congress for the uses and purposes shown in said acts of Congress; and whereas, the said State, prior to February 10th, 1876, and more than six months prior to the duly decreed bankruptcy of the Alabama and Chattanooga Railroad Company, had acquired a valid lien in good faith, upon all of said lands to which the Alabama and Chattanooga Railroad Company ever had any right or title, either legal or equitable, by a conveyance executed by that company to the State of Alabama, to secure an indebtedness of that Company

to said State greater than the value of the interest of that Company in or to said lands, no part of which indebtedness has ever been paid to said State; And whereas, by a deed executed and bearing date the 8th day of February, 1877, the said lands were conveyed by the Governor of said State of Ala, in pursuance of an act of the General Assembly of Ala, approved February 23rd, 1876, entitled, "An Act to ratify and confirm the settlement of the existing indebtedness of this State as proposed in the report of the Commissioners appointed under the act approved 17th of December, 1874, and which was communicated to the General Assembly by message of the Governor of 24th of January, 1876, and to carry said settlement into effect by the issuance of new bonds of this State, at a reduced rate of interest, in adjustment of a portion of said indebtedness, and the surrender of certain securities held by the State in discharge of another portion of said indebtedness," to John A. Billups and John Swann, as trustees for the purposes in the said deed specified; And whereas, the said John A. Billups and John Swann became vested with the power and authority to dispose of, sell and convey said lands in accordance with the provisions of said deed, and of said last mentioned act of February 23rd, 1876. And whereas, the said John A. Billups and John Swann, trustees, as disclosed in said deed and said act of February 23rd, 1876, have been directed since May, 1886, by the holders of such of the bonds described in the fifteenth section of said last mentioned act as had been surrendered to the Governor on or before the first day of May, 1886, in accordance with the provisions of said last mentioned act, to convey and accordingly have conveyed to The Alabama State Land Company, all of said lands remaining unsold by said trustees, including in said conveyance the parcel or parcels of land hereinafter specifically described. And whereas, The Alabama State Land Company, above mentioned, has this day sold to A. J. Gray of Shelby County, Alabama the parcel or parcels of said lands,

Hereinafter particularly described, at and for the price
 of three hundred (\$300.00) dollars, upon the terms
 herein shown, that is to say, the said A. J. Gray has
 this day paid to The Alabama State Land Company, the
 sum of one hundred and fifty (\$150.00) dollars in
 cash and executed, one note for the sum of one
 hundred and fifty (\$150.00) dollars, due June 30th
 1905; each bearing interest from March 30th, 1905;
 the said notes being for the balance unpaid on said
 sale of said lands hereinafter described, and said
 balance to be and remain a lien on the same
 until said balance shall be paid with lawful
 interest thereon. Now, therefore, in consideration of the
 premises, The Alabama State Land Company doth by
 these presents grant, bargain, sell and convey unto
 the said A. J. Gray, the parcel or parcels of land
 specifically described as follows, subject, however,
 to the reservations herein set forth, to-wit: The
 North-half of the South West quarter of Section
 twenty-five, Township Seventeen South, Range One
 East, (N $\frac{1}{2}$ of S. W $\frac{1}{4}$ - Sec. 25: T $\frac{1}{2}$ 17. S. R. 1 E.) Containing
 Eighty (80) acres more or less, situated in the County
 of Shelby, in the State of Alabama. And it is dis-
 tinctly agreed as part and parcel of the terms of this
 sale of the lands above described, that the Alabama
 State Land Company does not convey to the said
 A. J. Gray but reserves to itself, either for its own
 benefit or for sale to others, all the iron ore, coal, oil,
 petroleum, limestone and other minerals contained
 in or upon said lands and also the right of
 way and the right to build such rail or
 tramways of any description, and to construct
 such pipe lines over the same as may be necessary
 for the convenient transportation of the coal
 oil and other minerals from said lands and
 from any other lands that the said the Alabama
 State Land Company, its successors or assigns,
 or any person holding under it, or its successors
 or assigns, may own as mining property in
 connection with the lands above described,

and also the right of way and the right to build such rail and tramway over said lands as may be convenient in transporting all material and implements that may be of use in mining upon said lands and the other lands here referred to; and also all the timber and esots upon the lands herein conveyed necessary for the development, working and mining the coal, iron and other minerals therein, and also the right to build for the occupancy of employees all such houses on the lands herein conveyed as may be necessary or convenient in mining said lands, together with all other necessary mining privileges. And it is further understood and agreed that the grantor or grantors in this conveyance will not hold adversely or permit any other person to hold adversely, to the grantor in this conveyance, or its assigns or successors, any iron or other minerals, or right of way, or other thing reserved to the grantor in this conveyance, but will hold everything herein reserved to the grantor, for the grantor, its assigns or successors, and for no other person or purpose whatever. To have and to hold the said parcel or parcels of land above described unto the said A. J. Gray, his heirs and assigns forever, but subject to the said reservations herein disclosed. In testimony whereof, the said the Alabama State Land Company, a corporation organized under the laws of Alabama, the grantor in this conveyance, has caused these presents to be signed by its Vice President and its common seal to be hereunto affixed, by its Secretary duly authorized for this purpose; and has caused this conveyance to be delivered to the grantee.

This 30th day of March 1905-

Attest: F. H. Calm.

Secretary.

Seal

The Alabama State Land Company
By C. C. Harvey
Vice President

State of Louisiana,
Parish of Orleans.

I, Purnell M. Milner, a
Notary Public, duly appointed
and acting as such in and for the Parish of Orleans
in the State of Louisiana, hereby certify that C. C.

Harvey Vice-President of the Alabama, State Land Company, whose name as such Vice President in behalf of said Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she, on behalf of said Company, and as Vice President thereof, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 31st day of
 Seal March A. D. 1905.

Turrell M. Milner
 Notary Public.

Filed & recorded Jan'y 19th 1906.

A. P. Longshore.
 Judge of Probate