The State of Alabama,
Shelby County. } Know All Men by these Presents:
That we J. W. Gardner and D. A. Gardner of said State and County, for and in consideration of the sum of Twelve + 00/100 (12.00) Dollars to us in hand paid by the Atlanta Birmingham & Atlantic Railroad Co., (a corporation duly organized under the general laws of the State of Georgia) the receipt of which is hereby acknowledged, have granted, bargained, and sold, and by these presents

do grant bargain, sell and convey unto the ~~said~~ Atlanta, Birmingham & Atlantic Railroad Co., its successors and assigns, the following described real estate, to-wit:

A strip or parcel of land one hundred (100) feet wide, lying fifty (50) feet on each side of the centre line of the main track of the Atlanta, Birmingham & Atlantic Railroad Co., beginning at the property line between the lands of the said J. W. Gardner and L. W. Chesser said property line being the dividing line between SW/4 of SW/4 of Section 28 Tp. 19 S. Range 1 East & the SE/4 of SW/4 of said Sec. 28, said property line being also at construction station; thence in an Easterly direction fifty (50) feet in width each side of, parallel to, and adjoining said centre line of main track through the SE/4 of SW/4 of Sec 28 Tp. 19 South Range 1 East a distance of Eleven hundred & thirty (1130) feet to the dividing line between the J. W. Gardner & H. E. Archer; all of said land lying and being in Township 19 South Range 1 East, situated in Shelby County, Alabama being about (2½) two & one half acres.

Should the route of the centre line of the said main tract be changed from its present location this grant in the same words here employed shall apply and attach to such change of route just as fully and to the same effect as if such new route were herein particularly described.

It is further understood and agreed, that the grantee and its assigns shall have the right to excavate from the lands adjoining said strip of land, such earth, stone and material as may be necessary for the use in constructing fills or embankments; and to deposit on said adjoining lands such earth stone and other material as it may be necessary to remove in cuts and excavations in the construction of said Railroad.

Provided all lands so used & not embraced in said strip of 1130 ft. by 100 ft. shall be paid

for at the rate of (5) five Dollars per acre
With the right to cut down and remove such timber outside of the above conveyed premises as endangers the safety of the public or is likely to injure the road by falling on or shading the same.
To Have and To Hold the aforegranted premises to the said Atlanta, Birmingham & Atlantic Railroad Co., its successors and assigns, forever. And we do covenant with the said Atlanta, Birmingham & Atlantic Railroad Co., that we are lawfully seized in fee simple of the aforegranted premises; that the same are free from all incumbrances; that we have a good right to sell and convey the same to the said Atlanta, Birmingham & Atlantic Railroad Co., and that we will and our heirs, executors and administrators shall warrant and defend the premises to the said Atlanta, Birmingham, & Atlantic Railroad Co., its successors and assigns, forever, against the lawful claims of all persons whomsoever.
In Witness Whereof, we have hereunto set our hands and seals this 21 day of July 1906.

J. W. Gardner {L.S}
D. A. her x mark Gardner {L.S}

The State of Alabama,
Shelby County } I, H. E. Archer a Justice of the Peace in and for said State and County, hereby certify that J. W. Gardner whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me this day, that being informed of the contents of this conveyance they executed the same voluntarily on the day the same bears date.
Given under my hand, this 21 day of July A. D. 1906.
H. E. Archer J. P.

The State of Alabama,
Shelby County } I, H. E. Archer a Justice of the Peace in and for said State and County, do hereby certify that on the 21 day of July 1906 came before me, the within named D. A. Gardner, known to me to be the wife of the within named J. W. Gardner, who being by me examined separate and

apart from the husband, touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of her husband.
In witness whereof, I hereunto set my hand this 21 day of July 1906.

H. E. Archer J. P.

Filed and recorded July 26- 1906.

R. P. Langshore, Judge of Probate.