No 4442.

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;" and by virtue of what was done prior to February 10th 1876, by or under, 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 & 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 Alabama, in pursuance of an act of the General Assembly of Alabama, 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 ~~deed~~ 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 R. J. Gray of Jefferson County, Alabama the parcel or parcels of said lands,

hereinafter particularly described, at and for the price of Two Hundred ($200.00) 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 ($100.00) Dollars in cash and executed One notes for the sum of One Hundred ($100.00) Dollars due September 29th, 1906, each bearing interest from May 29th, 1906 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 East quarter of the South East quarter of Section Twenty three Township Seventeen, South, Range One East. (NE¼ of SE¼ Sec. 23. Tp. 17 S. R. 1 E.) Containing Forty (40) acres, more or less, situated in the County of Shelby in the State of Alabama.

And it is distinctly 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 tramways over said lands as may be convenient in transporting all material and min-

plements that may be of use in mining upon said lands and the other lands herein referred to; and also all the timber and water 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 grantee or grantees 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, coal 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 29th day of May 1906.

Attest: Corporate Seal — The Alabama State Land Company,

H. H. Eaton, Secretary. By W. J. Kelleher 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 W. J. Kelleher 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, he, 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 29th day of May A.D., 1906.

Purnell M. Imbler
Notary Public [Seal]

Filed and recorded July 30-1906
A.P. Longshore, Judge of Probate.