This Indenture made and entered into on this the 9th day of May, 1910, by and between J. W. Stillwell, as special Commissioner appointed by a decree of the Circuit Court of the United States for the Southern division of the Northern District of the State of Alabama, sitting in Equity rendered in a certain Cause therein pending wherein Milton H. Smith is complainant and the Storm-Cahaba Coal Company, a body corporate under the laws of the State of Alabama, is defendant, which decree was made and enrolled in said Cause on the 23rd day of December 1909 party of the first part and the said Milton H. Smith party of the second part

Witnesseth: That Whereas the party of the first part, as such Special Commissioner, was, by the said decree of said Court, authorized empowered and directed to sell at public outcry to the highest bidder upon the terms stated in said decree, and at the place designated in the said decree after having first given thirty (30) days' notice of the time and place of such sale by advertisement to be published once a week for four consecutive weeks next preceding the date of sale in some newspaper published in the City of Birmingham in the State of Alabama, the property real and personal, hereinafter described and conveyed as an entirety, reference to which decree is hereby made for a more particular statement of its terms and provisions;

And: Whereas under and in obedience to the said decree the party of the first part, as such Special Commissioner, after having first given notice of the time place and terms of such sale by advertisement

publishing once a week for four consecutive weeks next preceding the date of such sale in the Birmingham Ledger, a newspaper of general circulation published in the said City of Birmingham, as required by the said decree, did on the 17th day of February 1910 at 12 o'clock Noon, the time stated in said notice, offer said property, real and personal, as an entirety, for sale at public outcry to the highest bidder upon the terms stated in said decree, at the place designated in said decree, and at said sale the said party of the second part, the complainant in said cause, became the purchaser of said property, as an entirety, at and for the sum of Sixty-five Thousand and Five Hundred Dollars ($65.500.00) that being the highest bid offered for said property at said sale, and upon the terms stated in said decree; And Whereas, afterwards, to-wit; on the 12th day of February 1910, the said party of the first part, as such Special Commissioner, duly made to the said Court a report of said sale, and thereafter, to-wit; on the 18th day of February, 1910, the said report, and the said sale were duly confirmed by the decree of said Court made and enrolled in said cause, and the said party of the first part, as such Special Commissioner, was by the said decree last aforesaid authorized, empowered and directed to execute and deliver to the party of the second part, as purchaser at said sale, a proper deed conveying to him, the said party of the second part, the property so sold, upon the said party of the second part complying with the terms of said sale, that is to say, upon the said party of the second part paying the costs of said suit, and the expenses and compensation of the Receiver thereto for appointed in said cause, and upon the said party of the second part crediting the balance of the purchase price bid at said sale upon the decree thereto for rendered in said cause and first hereinabove recited; And, Whereas, the said party of the second part has fully complied with the terms of said sale by paying the costs of said suit and the expenses and compensation of the said Receiver amounting to the sum of Twenty-one Hundred and forty-nine 14/100

dollars ($2,149.14) and by crediting the balance of said purchase price, bid at said sale, amounting to the sum of Sixty-three Thousand Three Hundred and fifty 50/100 dollars ($63,350.00) upon the said decree, all in strict compliance with the terms and provisions of said decree; and that upon the said party of the second part, complying with the terms of said sale as aforesaid, the said party of the first part, as such Special Commissioner, duly reported that fact to the said Court and thereupon, and on the 17th day of May, 1910, the said Court made and enrolled a further decree in said cause, ordering and directing the said party of the first part, as such Special Commissioner, to execute and deliver to the said party of the second part a good and sufficient deed, conveying to him, the said party of the second part, such property so sold at said sale and purchased thereat by the said party of the second part, as aforesaid:- Now, Therefore, In Consideration of the premises, and in obedience to the said decrees so rendered and enrolled in said cause as aforesaid, the said party of the first part, as such Special Commissioner, does hereby grant, bargain, sell and convey unto the said party of the second part, and unto his heirs and assigns forever, but subject to the liens stated in said decree of the 23rd day of December, 1909, the following described real and personal property, situated and located in the State of Alabama, and in the County hereinafter named, to-wit; The North half of the Northeast quarter, and the North half of the Northwest quarter of section ten (10), Township Twelve (12) South, Range two (2) West; and also the Northeast quarter of the Southwest quarter of section three (3) and the South half of the Southwest quarter of section five (5), and the East half of the Northeast quarter and the North half of the Southeast quarter, and the Southeast quarter of the Southeast quarter of section seven (7), and the entire section, or all of section eight (8) and the Northeast quarter, and the West half of the Northwest quarter and that portion of the East half of the Northwest quarter located Westwardly from the Eastern bank of the Cahaba River, and the Southwest quarter, and also

the Southeast quarter of Section Nine (9), and the North half of 9
Section Seventeen (17) and the Southeast quarter, and the South- 17
east quarter of the Southwest quarter, and an undivided
one-half interest in and to the Northeast quarter of the
Southwest quarter of Section Seventeen (17) and the East half
of the Northeast quarter, and the Northwest quarter of the
Northeast quarter, and the North half of the Northwest quar-
ter, and the Northeast quarter of the Southeast quarter, and
the Southwest quarter of the Southeast quarter, and also the
Southeast quarter of the Southwest quarter of Section eight-
teen (18), and the West half of the Northeast quarter of Section 18
Nineteen (19), and also the Southwest quarter of the Southwest 19
quarter and the Southeast quarter of the Southwest quar-
ter except the Eastern fourth, or ten acres of Section twenty- 28
eight (28); all being in Township Twenty (20) South Range
three (3) West, except the One hundred and Sixty (160) acres
in Section ten (10), which is as stated above in Township Nine-
teen (19) South Range two (2) West; And also all the
Coal, Iron Ore, and other minerals, and the mineral
interests, Rights-of-way and mining and building
rights in, under and upon the Northwest quarter of 5
the Southwest quarter of Section three (3), and the West 3 4
half of the North West quarter, and the entire South 4
half of Section Four (4), and the East half of the
Northeast quarter, and the South half of the South- 5
east quarter of Section five (5), and also that portion
on Eastern side of Cahaba River of the East half of 9
the Northwest quarter of Section Nine (9), and the
Southeast quarter of the Southeast quarter of Section 18
eighteen (18), and the East half of the Northeast quarter
and the Northeast quarter of the Southeast quarter,
and the Southeast quarter of the Southwest quarter,
and the diagonal Northwest half of the Southwest
quarter of the Southeast quarter of Section Nineteen, 19
(19), and the diagonal Northwest half of the Northeast
quarter of the Northwest quarter of Section thirty 30
(30), all in Township Twenty (20) South Range three (3)
West. All the above described lands and interests
in lands being situated in the County of Shelby
in said State; And also the Coal, Iron ore and

other minerals and mineral interests, Rights-of-way and mining and building rights, in, under and upon the Northeast quarter of section fourteen (14), Township Twenty (20) South, Range four (4) West, situated partly in the County of Jefferson, and partly in the County of Shelby, in said State; and Also all the improvements, fixtures and appurtenances on any and all of the above described lands, consisting of tipples, laborers houses, engines, boilers, pumps, pipe, tram cars and any and all other mining equipment whatsoever used in the operation of the mines located on said lands, but excepting the stock of goods in the stores and all livestock. To gether with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining: To have and to hold the above granted premises unto the said party of the second part, and unto his heirs and assigns forever.

In witness whereof, the said party of the first part, as Special Commissioner, has hereto set his hand and seal on the day and year first above written.

J. W. Stillwell (L.S.)
As special Commissioner, as aforesaid

The State of Alabama,
Jefferson County. } I, K. B. Macy, a Notary Public in and for said County and State, hereby certify that J. W. Stillwell whose name, as Special Commissioner, 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, as such Special Commissioner, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, on this the 9th day of May, A. D. 1910.

Seal

K. B. Macy
Notary Public.

Filed and recorded May 11th 1910 & recorded.
A Thompson
Judge of Probate