This Indenture, made and executed on this the 23rd day of June A.D. 1911, by and between Anna W.S. Keator widow of John F. Keator party of the first part and Milton H. Smith party of the second part witnesseth:— Whereas on or about the 4th day of December 1905 the Star Cahaba Coal Company, a body corporate under the laws of the state of Alabama, executed to Virture C. Sweatman, as trustee, a mortgage or deed of trust conveying the lands hereinafter described to secure the payment of certain indebtedness therein described, amounting in the aggregate to about fifty five thousand Dollars ($55,000.00) and owing by the said Star and Cahaba Coal Company as therein

stated, with power of sale upon default in the payment of the said indebtedness, to which mortgage, reference is hereby made, for a more particular statement of its terms powers and conditions;
And whereas, after the execution of the said mortgage the said Virture C. Sweatman departed this life, and after his death the said Anna W.S. Keator was duly and regularly appointed as trustee in said mortgage in the place and stead of the said Virture C. Sweatman, by and under proceedings duly had for that purpose in the chancery court of Shelby County, in the State of Alabama as authorized by the statutes of said State in such cases made and provided;
And whereas, the said Star Cahaba Coal Company having made such default in the payment of the indebtedness secured by said mortgage, as under the terms of said mortgage, authorized and empowered the trustee therein to foreclose said mortgage by sale under ~~under~~ the power of sale therein contained, the said Anna W.S. Keator, as substituted trustee in said mortgage, as aforesaid, after having first given due and legal notice of the time, place, and terms of such sale as required by said mortgage did on the 18 day of October 1909, under and in pursuance of the power of sale contained in said mortgage, sell said lands at public outcry to the highest bidder, in front of the court house door of Jefferson County, in the state of Alabama, the place of sale designated in said mortgage, and at such sale Samuel Hill John, of the city of Birmingham, in the State of Alabama became the purchaser of said lands at and for the sum of fifty seven thousand dollars ($57,000.00) that being the highest bid offered at said sale for said lands, and thereafter duly executed a deed to the said Samuel Hill John conveying to him said lands;
And whereas, afterwards the said Samuel Hill John by deed duly executed by him and wife conveyed the said lands to the said Anna W.S. Keator who now holds the same under the said deed;

And whereas, the said Star Cahaba Coal Company after the execution of said mortgage by it to the said Sweatman as trustee, duly executed to the party of the second part a further mortgage conveying to the party of the second part, with other property, said lands to secure a large indebtedness, which the said Star Cahaba Coal Company, owed to the party of the second part, and by virtue thereof the said party of the second part, as junior mortgagee is entitled to redeem said lands from the said Anna W. S. Keator under the statutes of the State of Alabama, and now desires to redeem the same;

And whereas, the amount necessary to redeem said lands from said sale, including the purchase price at said sale, and all statuary charges and interest, is the sum of sixty-seven thousand and fifty five and 67/100 dollars ($67055.67) which the party of the second part has this day paid to the said Anna W. S. Keator in redemption of said lands, under the statutes of the State of Alabama in such cases made and provided the receipt whereof is hereby acknowledged and has requested of her the execution of this deed in further evidence and consummation of such redemption;

Now therefore, the parties of the first part, in consideration of the premises, and of the said sum of money so paid by the party of the second part to the said Anna W. S. Keator as aforesaid, have granted, bargained and sold, and do hereby grant bargain sell and convey unto the party of the second part, and unto his heirs and assigns forever all the right title, claim and interest which was conveyed by the said Star Cahaba Coal Company to the said Virture C. Sweatman as trustee, in and by the said mortgage, and all the right, title, claim and interest, which were conveyed to the said Samuel Hill John, by the said Anna W. S. Keator at said foreclosure sale, and which were afterwards conveyed by him to her, as aforesaid and also any and all other right, title, claim and

interest which the parties of the first part, or either of them may have in and to the following described real estate situate, lying and being partly in the county of Shelby and partly in the County of Jefferson, in the State of Alabama to wit;
✓ The north half of the northeast quarter and the north half
of the north west quarter of Section ten (10) Township nine-
teen (19) Range (2) two west; also the northeast quarter of
3 the southwest quarter of section three (3) and the northeast
quarter, and the southeast quarter, and the east half
of the southwest quarter, and the east half of the north
8 west quarter of Section eight (8) and the southwest quarter
and the northeast quarter, and the west half of the
southeast quarter, and the northeast quarter of the south
east quarter, and the west half of the northwest quarter
and the east half of the northwest quarter, except so
much of said east half of the northwest quarter as
lies on the northeast side of the Cahaba River, (but
the entire channel of the river is hereby conveyed) all
9 in Section nine (9), and the north half, and the southeast
quarter and the southeast quarter of the southwest
17 quarter of section seventeen (17) and the southwest quarter
of the northeast quarter and the northwest quarter
19 of the northeast quarter of section nineteen (19) all in
20-3W township twenty (20) range three (3) West; also the south-
west quarter of the southwest quarter, and thirty (30)
acres off the west side of the southeast quarter of
28 the southwest quarter of Section twenty-eight (28)
19-3W township nineteen (19) Range three (3) West, the said
thirty (30) acres of the said southeast quarter of the south-
west quarter being three-fourths off the west side of
said quarter-quarter section.
And also all the coal and other minerals in, under
and upon the following described lands, together
with all timber and water necessary for the develop-
ment, working and mining of said coal and other
minerals, together with rights-of-way; and the right
to build roads of any description over the same, and
the right to build houses for employes and machin-
ery on the same to wit; The northwest quarter
3 of the southwest quarter of Section three (3) and

the southeast quarter and the southwest quarter, and
4 the west half of the northwest quarter of Section four (4) and
the south half of the southeast quarter and the southeast
5 quarter of the northeast quarter of section five (5) and that
9 part of the east half of the northwest quarter of Section nine
(9) which lies on the northeast side of the Cahaba River
and the southeast quarter of the southeast quarter, all
18 of section eighteen (18) and the east half of the northeast
quarter and the northeast quarter of the southeast quar-
ter, and the southeast quarter of the southwest quarter
and that part of the southwest quarter of the
southeast quarter lying west of the Cahaba River all
19 in section nineteen (19) and that part of the northeast
30 quarter of the northwest quarter of section thirty (30)
which lies west of the Cahaba River; all in township
20-3W (20) twenty, range three (3) west; and also the northeast
14-20-4W quarter of Section fourteen (14) Township twenty (20)
range four (4) west;
All amounting in the aggregate to about three thousand
acres more or less; together with all and singular
the improvements, fixtures tenements and appurte-
nances of every kind and character thereon or thereto
pertaining, or in any way used in connection
therewith;
Said lands being the same lands conveyed by the
said mortgage so executed by the said Star and
Cahaba Coal Company to the said Sweatman as trustee
as aforesaid; and this indenture is intended to
convey and it does hereby convey all of the said
lands conveyed by said mortgage whether hereinabove
described or not;
To have and to hold the above granted premises unto
the said party of the second part, and unto his
heirs and assigns forever.
And the parties of the first part, for themselves their
heirs and personal representatives do hereby cove-
nant and agree to and with the party of the sec-
ond part, his heirs and assigns, that the said
Anna W. S. Keator was duly appointed as substi-
tuted trustee under said mortgage so executed

by the said Star Cahoba Coal Company to the said Sneatman as Trustee and as such had the right to foreclose said mortgage under the power of sale contained therein as aforesaid; that said mortgage was duly foreclosed, under and in pursuance of the power of sale contained therein; that said Anna H.S. Keator or her said husband has never aliened, conveyed or encumbered said lands, and that she is now the party from whom said redemption should be had.

In witness whereof, the party of the first part has hereto set their hands and seals on the day and year first above written.

Anna H.S. Keator - Seal

The words "widow of" page 1 line 2 interlined "her husband" page 1 line 3 stricken out "party" page 1 line three written over erasure "a deed" page 2 line 4 "junior" page 2 line 17 "consummation" page 2 line 29 interlined, "and her said husband" page 2 line 28 erased; "party" line 19 "has" "her" "hand" "seal" line 20 page 5 first written over erasures before execution.

Witness
G. Albert Smyth.

The words "a deed" interlined in line 4 p. 2 and word "prior" was stricken out of line 17 p. 2 and "Junior" written instead and the word consideration was stricken out of line 28 on p. 2 "consummation" written instead before the execution of this deed.

Anna H.S. Keator by
Saml Hill John Atty.

State of Pennsylvania } I, G. Albert Smyth a Notary Public
County of Philadelphia } in and for said State and County duly commissioned and qualified do hereby certify that Anna H.S. Keator widow of John F. Keator whose name 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 executed the same voluntarily on the day the same bears date. Given under my hand and seal of office on this the 23rd day of June A.D. 1911.

G. Albert Smyth. (Seal)
Notary Public. Commission expires Jan. 16. 1913.

The words "widow of" interlined "her husband" stricken out "named" "is" "is" written over erasure.
G. Albert Smyth.

Rec

State of Pennsylvania } Acknowledgment (Notary)
County of Philadelphia SS } I, Henry F Walton Prothonotary of the County of Philadelphia and Clerk of the courts of Common pleas of said County which are courts of record having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate do certify, That G. Albert Smith Esquire whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written was at the time of such acknowledgment a notary Public for the commonwealth of Pennsylvania residding in the county aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments to be recorded in said state of Pennsylvania and to all whose acts as such full faith and credit are and ought to be given as well in courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe his signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania.

In testimony whereof I have hereunto set my hand and affixed the seal of this court this 23 day of June in the year of our Lord one thousand nine hundred and eleven (1911)

(Seal) Henry F Walton - Prothonotary.

State of Alabama } I hereby certify that the within
Shelby County } conveyance was filed in this office for record Aug. 9. 1911, at 3 o'clock P.M. and recorded in Deed Record 47 pages 440-446 and examined -

A. P. Longshore
Judge of Probate