

This Indenture made the twenty-second day of September in the year of our Lord one thousand nine hundred and eleven, between the Farmers Loan and Trust Company, a corporation duly organized and existing under and by virtue of the laws of the State of New York as trustee under the mortgage or deed of trust and supplemental mortgage or deed of trust hereinafter mentioned, party of the first part and DeBordeleux Coal and Iron Company, a corporation duly organized and existing under and by virtue of the laws of the State of Alabama party of the second part. Witness: Whereas the party of the second part for the purpose of securing the payment of a series of bonds to an amount in the aggregate of Three Million (\$3,000,000) dollars did make, execute and deliver to the said party of the first part a certain Indenture of mortgage or deed of trust, dated the first day of February, one thousand, eight hundred and ninety, and recorded in the office

of the Judge of Probate, in the State of Alabama, County of Jefferson on the 19<sup>th</sup> day of June 1890, in Volume 136 of Mortgages, page 501, and subsequent; and recorded in the office of the Judge of Probate, in the State of Alabama, County of Tuscaloosa, on the 19<sup>th</sup> day of June 1890, in Volume 34 of Mortgages, page 365 and subsequent; and recorded in the office of the Judge of Probate, in the State of Alabama, County of Bibb, on the 21<sup>st</sup> day of June 1890, in Book No. 2 of Mortgages, page 594 and subsequent; and recorded in the office of the Judge of Probate, in the State of Alabama, County of Shelby, on the 23<sup>rd</sup> day of June 1890 in Book 26 of Mortgages page 72 and subsequent; and recorded in the office of the Judge of Probate, in the State of Alabama, County of Blount, on the 24<sup>th</sup> day of June 1890 in Book No. 25 of Mortgages page 370 and subsequent and recorded in the office of the Judge of Probate in the State of Alabama, County of St. Clair, on the 25<sup>th</sup> day of June, 1890 in Mortgage Record 14 page 580 and subsequent; and recorded in the office of the Register of Carter County, State of Tennessee, on the 26<sup>th</sup> day of June 1890 in Trust Book No. 2 page 175 and subsequent; and

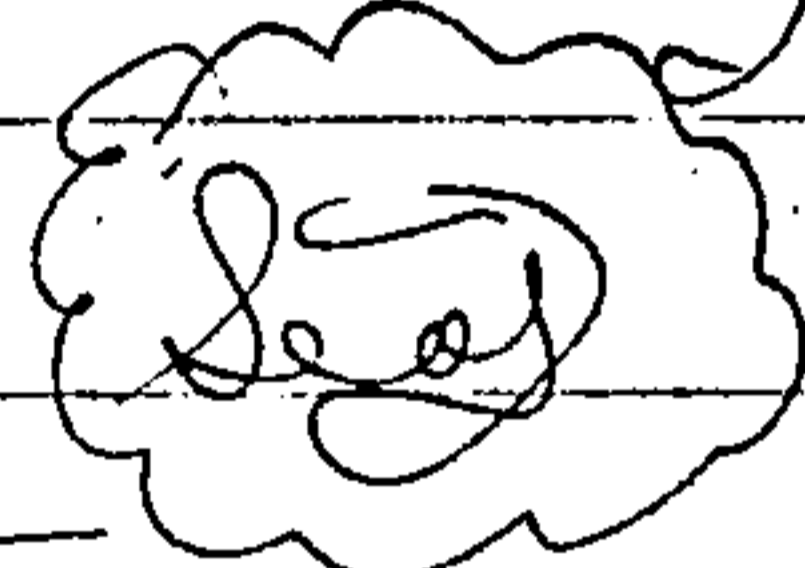
Whereas, the said party of the second part for the purpose of further securing the payment of said bonds, did make, execute and deliver to said party of the first part a mortgage or deed of trust supplemental to said mortgage dated the first day of February 1890, said supplemental mortgage being dated the eighteenth day of October 1890 and recorded in the office of the Judge of Probate in the State of Alabama, County of Jefferson, on the 7<sup>th</sup> day of November 1890, in Volume 151 of Mortgages, page 29 and subsequent; and recorded in the office of the Judge of Probate in the State of Alabama, County of Blount, on the 8<sup>th</sup> day of November 1890 in Mortgage Record Vol. No. 29 page 145 and subsequent; and recorded in the office of the Judge of Probate, in the State of Alabama County of Shelby on the 11 day of November 1890, in Book 26 of Mortgages, page 460 and subsequent and recorded in the office of the Judge of Probate in the State of Alabama County of St. Clair, on the 10<sup>th</sup> day of November 1890 in Mortgage Record 14, page 425 and subsequent; and recorded in the office of the Judge of Probate, in the State of Alabama County of Tuscaloosa, on the 12<sup>th</sup> day of November 1890 in Volume 34 of Mortgages page 495 and subsequent; and,

Whereas, all the bonds and coupons issued under and entitled to the security of the above mortgage and supplemental mortgage, have been paid and cancelled, or otherwise provided for; Now therefore, the said party of the first part as Trustee as aforesaid, doth hereby certify that the said mortgage or deed of trust and the said supplemental mortgage or deed of trust and the bonds secured by the same, are satisfied and doth hereby consent that the said mortgage or deed of trust and the said supplemental mortgage or deed of trust be discharged of record. And the said party of the first part as trustee aforesaid in consideration of the sum of one dollar to it on hand

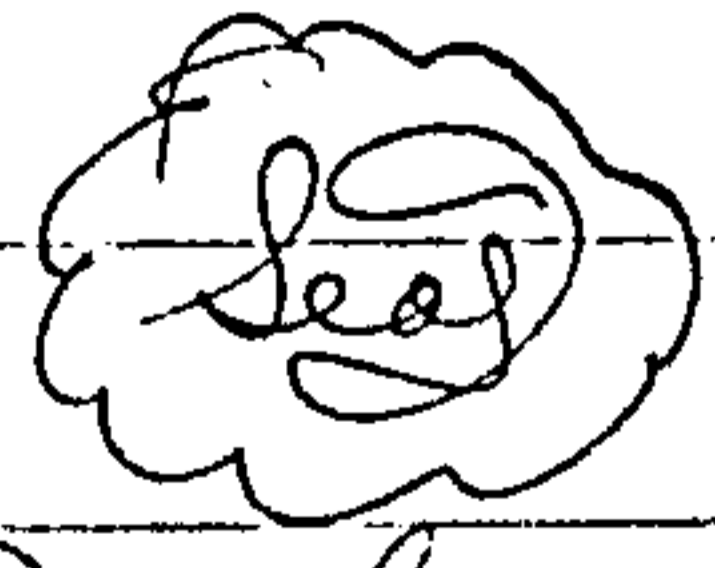
paid by the said party of the second part, hath remised, released, and quit-claimed, and by these presents doth remise, release, and quit-claim unto the said party of the second part and to its successors and assigns forever, all the property and premises, real and personal, of every sort and description in the said mortgage or deed of trust and the said supplemental mortgage or deed of trust mentioned and described (reference being made to the said mortgage or deed of trust and the said supplemental mortgage or deed of trust for fuller description) Together with all the appurtenances thereof and all the estate, right, title and interest, property, possession, claims and demand, as well at law as in equity, of the said party of the first part, as trustee as aforesaid, of in and to the said property and premises, and every part and parcel thereof, with the appurtenances;

To have and to hold the same unto the said party of the second part, its successors and assigns forever, free and discharged from any lien, claim or interest whatsoever of the said party of the first part as trustee as aforesaid, in the same, or in any part thereof, under and by virtue of said mortgage or deed of trust and said supplemental mortgage or deed of trust.

In witness whereof, the said party of the first part, as trustee as aforesaid, has caused its corporate name to be hereunto subscribed (its corporate seal to be hereunto affixed) and these presents to be duly attested at the City of New York, the day and year first above written.

Attest: A. V. Heely  Secretary By E. S. Marston - President.

State of New York, I, Harry A. Jacot a Notary Public authorized County of New York. Its act in and for said County in said State hereby certify that Edwin S. Marston and A. V. Heely whose names as President and Secretary respectively of the Farmers Loan and Trust Company a corporation are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument they as such officers and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 25<sup>th</sup> day of September 1911,  Harry A. Jacot, Notary Public Richmond County

The State of Alabama I hereby certify that the within conveyance was Shelby County Filed in this office for record Jan. 25, 1912 at 3 o'clock P.M. and recorded in Deed Record 48 page 59 and examined. A. J. Longshore, Judge of Probate.