State of Alabama } Know all men by these Presents, That whereas
Jefferson County } on to wit, the fifteenth day of July, 1912, the Alabama Consolidated Coal and Iron Company a corporation was duly adjudged a bankrupt under the Acts of Congress creating an uniform system of bankruptcy in the United States and Territories and the amendments thereto in and by proceedings had in the District Court of the United States for the Southern Division of the Northern District of Alabama; and
Whereas, Harry N. Coffin was heretofore duly appointed Trustee in Bankruptcy of said Bankrupt and duly qualified as such; and
Whereas, Thereafter on to wit, the 3d day of April 1913, there was duly made and entered in said bankruptcy proceeding a decree of sale by the Honorable William S. Grubb, the Judge of said Court, whereby the property hereinafter described was sold and the said Trustee in Bankruptcy was therein directed and ordered to execute this deed of conveyance, conveying and transferring all of the property and assets of every kind and description of the said Alabama Consolidated Coal and Iron Company and of its said Trustee in Bankruptcy wherever situated and of all the parties to said proceeding subject however to the liens of the three respective mortgages for security for outstanding bonds, as hereinafter mentioned and subject to the other liens and conditions hereinafter mentioned as will more fully appear by referring to said decree of sale a copy of which is hereto attached as Exhibit "A" and
Whereas, Pursuant to the terms of said decree of sale and in strict compliance with the directions and provisions therein contained the purchasers therein mentioned, The Alabama Company, has made the payments as stipulated and provided in said decree or order of sale, and has complied with all the other terms and provisions thereof which were conditions precedent to the execution and delivery of this deed; and
Whereas, This deed of conveyance has been duly submitted to the Honorable Edmund S. Dryer, the Referee in said proceedings in bankruptcy as aforesaid, and its form is satisfactory to and is approved by him, as will appear by his endorsement hereon to that effect, and the said Harry N. Coffin Trustee as aforesaid is duly authorized by said decree to execute and deliver this deed.
Now therefore, In consideration of the premises and of one dollar, receipt of which is hereby acknowledged to me, Harry N. Coffin as Trustee in Bankruptcy of said Alabama Consolidated Coal and Iron Company, bankrupt, paid by said The Alabama Company, a corporation organizing and existing under the laws of Delaware, I the said Harry N. Coffin as such Trustee in Bankruptcy aforesaid do hereby bargain and sell, remise, release, quit-claim, convey, transfer, set over unto the said The Alabama Company all of the property, money and assets of the Alabama Consolidated Coal and Iron Company, and all right, title, interest and claim of said Company in and to the same as of the date of the

adjudication of the said Company a bankrupt and also all right, title, interest, and claim of every kind in and to the same and in and to all money, property and assets of every kind of the said Harry N. Coffin as Trustee in said bankruptcy proceeding and all the right title and interest in and to said property and assets of all the parties to said proceeding.

And without limiting restricting or qualifying the foregoing grant or conveyance I the said Harry N. Coffin as Trustee in Bankruptcy of said Alabama Consolidated Coal and Iron Company do hereby re-bise release, transfer, assign, set-over and convey unto the said The Alabama Company all the right title and interest of the said Harry N. Coffin as Trustee and of the Alabama Consolidated Coal and Iron Company bankrupt, and of all the parties to this proceeding in and to the following described real and personal property to wit.

All and singular the following described real estate, situate, lying and being in the County of Calhoun in said State of Alabama.

	S.	T.S.	R.E.	A.
SW1/4 Fee -	6-	16-	9-	160
SE1/4 of NE1/4 Surface.	35-	16-	6-	40
E1/2 of SE1/4 Surface.	35-	16-	6-	80

And also the following lands situate lying and being in the County of Chilton in said State of Alabama.

	S.	T.S.	R.E.	A.
Fee Simple.				
S1/2 of SW1/4	18	20	11	80
W1/2 of SE1/4	18	20	11	80
E1/2 of SE1/4	19-	20-	11-	80
S1/2 of SW1/4	20-	20	11	80
NE1/4 of NE1/4	30	20	11	40
SW1/4 of NE1/4	30-	20	11-	40
N.W1/4 of SE1/4	30	20	11	40
S1/2 of SE1/4	16	20	12	80
NE1/4 of SE1/4	31-	20-	12-	40
E1/2 of SW1/4	32-	20	12	80
SW1/4 of NE1/4	32	20	12	40
N1/2 of NE1/4	32-	20-	12-	80
NE1/4 of NE1/4	20-	24-	12-	40
NE1/4 of NW1/4	5	20-	11-	40
Surface Rights. -				
NE1/4 of SW1/4	9-	21	11	40
SE1/4 of SE1/4	33-	20	12	40

And also all and singular the following described real estate situate lying and being in the County of Clay in said State of Alabama to wit:

	S.	T.S.	R.E.	A.
W1/2 of NE1/4	22-	20	5	80
NE1/4 of N.W1/4	22-	20	5	40
E1/2 of NE1/4	4-	19-	7-	80
N1/2 of SE1/4	4-	19-	7	80
N.W1/4	4	19	7	160

	S.	T.S.	R.E.	A.
W½ of N.W¼	8-	19-	7-	80
NE¼ of N.W¼	8-	19	7	40

And also all the coal, iron ore and other minerals in under and upon the following described real estate situate, lying and being in the county of Coosa in said State of Alabama to wit:

	S.	T.S.	R.E.	A.
SW¼ of NW¼	2-	22-	17	40
NW¼ of SW¼	2-	22-	17	40
E½ of NW¼	11-	22-	17-	80
E½ of NE¼	14-	22-	17-	80
N½ of NE¼	2-	23-	17-	80
20 acres N. end S½ of NE¼-	2-	23	17	20
NE¼	3-	23-	17	160
SW¼	3-	23	17	160
SE¼	4	23	17	160
E½ of NE¼	4	23	17	80
NW¼ of NE¼	4	23	17	40
W½ of N.W¼	4	23-	17	80
W½ of SW¼	4	23	17	80
NE¼	5	23	17	160
NE¼ of NW¼	5	23	17	40
W½ of NW¼	5	23	17	80
E½ of SE¼	5	23-	17	80
SE¼	6-	23-	17	160
S½ of NE¼	6-	23-	17	80
NE¼ of NE¼	6	23	17	40
S½ of NW¼	6	23	17	80
NW¼ of NW¼	6	23	17	40
E½ of SW¼	6-	23	17	80
NE¼	7	23	17	160
NW¼ of SE¼	7	23	17	40
SW¼ of NW¼	7	23	17	40
NE¼	9-	23-	17-	160
W½	10	23-	17-	320
SE¼	10	23	17	160
NE¼	11	23	17	160
SE¼ of SE¼	17	23	17	40
NW¼	18	23-	17	160
S½	21	23	17	320
W½ of SW¼	22-	23-	17	80
SE¼	24	23-	17	160
SW¼ of NW¼	~~28~~	23-	17-	40
NW¼ of SW¼	~~28~~	23-	17	40
S½ of SW¼ less 3 acres off S. side of SE¼ of SW¼	35	23	17	77
E½ of NW¼	2-	24-	17	80
W½ of SE¼	4	24-	17-	80

	S.	T.S.	R.E.	A.
S1/2	10	24	17	320
SW1/4 of NE1/4	10	24-	17	40
E1/2	12-	24-	17	320
N.W1/4 of NE1/4	14	24	17	40
S1/2 of SW1/4	14	24	17	80
E1/2 of SW1/4	14-	24-	17-	80
W1/2 of SE1/4	14	24	17	80
E1/2 of SE1/4	20-	24-	17	80
E1/2 of NW1/4 of SE1/4	20	24-	17	20
NE1/4 of SW1/4	20	24-	17	40
N.W1/4 of NW1/4	22-	24	17	40
S E1/4 of NW1/4	22-	24-	17	40
SW1/4 of NE1/4	22-	24	17	40
S1/2 of SE1/4	22-	24-	17	80
W1/2 of SW1/4	26-	24-	17	80
NE1/4 of SW1/4	26-	24-	17-	40
SE1/4 of SE1/4	27-	24-	17-	40
NE1/4	2	24	17	160
All except NW1/4 of NE1/4	28-	24	17	600
SE1/4 of SE1/4	30	24-	17-	40
S1/2	31	24	17	320
E1/2 of NW1/4	32-	24-	17-	80
E1/2	32-	24-	17-	320
N W1/4 of NW1/4	32-	24-	17-	40
W1/2 of SW1/4	32-	24-	17-	80
SE1/4 of SW1/4	32-	24-	17-	40
S1/2 of NW1/4	33-	24-	17-	80
NW1/4 of NW1/4	33-	24-	17-	40
S1/2 of NE1/4	33-	24-	17	80
NW1/4 of NE1/4	33-	24-	17-	40
N1/2 of SE1/4	33-	24-	17	80
SW1/4 of SE1/4	33-	24-	17-	40
E1/2 of SW1/4	33-	24-	17-	80
S1/2	34	24	17-	320
NE1/4	34	24	17	160
SW1/4 of NW1/4	34	24	17	40
NW1/4 of NW1/4	35-	24-	17-	40
E1/2 of NE1/4	35-	24-	17-	80
NE1/4 of SE1/4	35	24	17-	40
E1/2 of NW1/4 of SE1/4	35	24	17-	20

And Also the following lands situate lying and being in Etowah, in said State of Alabama Towit:

	S.	T.S.	R.E.	A.
N1/2 of NE1/4	20	11	5	80
SE1/4 of NW1/4	20	11	5	40
NE1/4 of SW1/4	20	11	5	40
NW1/4 of NE1/4	24	11-	5-	40

	S.	T. S.	R. E.	a.
SE1/4 of NW1/4	24	11	5	40
SW1/4	24	11	5	160
N1/2 of NE1/4	26	11	5	80
SE1/4 of NW1/4	26-	11-	5-	40
E1/2 of SW1/4	26	11-	5	80
Fractions of 1, 11, and 12,	34-	11-	5-	120
NE part of Fraction 23-	34	11	5-	13
NE1/4 of NW1/4	35-	11-	5-	40
Part of NW1/4 of NW1/4 bounded by Sp. line 2-	2	12	5	1/2
50 ft. rt. of way in NW1/4 of NW1/4	2	12-	5-	2
N1/2 of SW1/4	4	12	5-	80
SE1/4 of SE1/4	13-	11-	6-	40
SE1/4 of NE1/4	23	11-	6-	40
NE1/4 of SE1/4	23-	11-	6-	40
SW1/4 of SE1/4	23	11	6 -	40
SE1/4 of SW1/4	23	11	6-	40
N1/2 of NE1/4	24	11-	6-	80
E1/2 of NW1/4	24-	11-	6-	80
SW1/4 of NW1/4	24	11-	6-	40
NW1/4 of SW1/4	24-	11-	6-	40
NW1/4 of NW1/4	26-	11-	6-	40
NW diagonal 1/2 of NE1/4 of NW1/4	26	11-	6-	20
NW diagonal of SW1/4 of NW1/4	26	11-	6-	20
SE1/4 of NE1/4	27	11-	6-	40
SE1/4 less 27 acres in SE. cor.	27	11-	6-	133
SE1/4 of SW1/4	27	11-	6-	40
Part of NE1/4 of SE1/4 in SE cor.	33	11-	6-	5
NW1/4 of NE1/4	34	11-	6-	40
NE1/4 of NW1/4	34	11-	6-	40
S1/2 of NW1/4	34-	11-	6-	80
N1/2 of SW1/2	34-	11-	6-	80
Part of SW1/4 of SW1/4 north of Norman Street.	34	11-	6-	12
Part of NE1/4 of SE1/4 South of Railroad.	34-	11-	6-	10
Part of SW1/4 of SW1/4	34-	11-	6-	17
Part of NE1/4 of NE1/4 in Ur. part	3	12-	6-	10
NW1/4 of NE1/4	3-	12-	6-	40
S1/2 of SE1/4	24-	10-	7-	80
SE1/4 of NE1/4	8	11-	7-	40
SE1/4 of SW1/4 of SW1/4	8-	11-	7-	10
SE1/4 of SW1/4	8-	11-	7-	40
NW1/4 of SE1/4	8-	11-	7-	40
NW diagonal 1/2 of SW1/4 of SE1/4	8-	11-	7-	20
NW diagonal 1/2 of NE1/4 of SE1/4	8	11-	7-	20
SW1/4 of NW1/4	9-	11-	7-	40
SW1/4 of SW1/4	9	11	7	40
E1/2 of NE1/4	18-	11	7-	80
SW1/4 of NE1/4	18-	11-	7-	40
NE1/4 of SW1/4	18-	11-	7-	40

	S.	T.S.	R.E.	A.
S½ of SW¼	18-	11-	7-	80
SW¼ of NW¼	27-	12-	7-	40
E½ of W½ of SW¼	27-	12-	7-	40
E½ of SW¼	27-	12-	7-	80
NW¼ of SE¼	27-	12-	7-	40
NW¼ of NE¼	34-	12-	7-	40
N½ of SW¼	34-	12-	7-	80

The following lots or parcels of land in what is known as the Ewing and Garner addition to the city of Gadsden:
All of Block No. 1, — All of Block No. 2 - except lot 2.
Lots 1, 3, 4, 5, 6 and 7 block 3 — All of block 4 except lots 10, 13 and 16
Lots 11, 12, 13, 14, 15, 17 and 18 block 5. — Lots 1, 2, 4, 5, 7 and 8, block 6,
Lots 2, 3, 11, 12, 14, 15, 16, 17 and 18 in block 7.
Lots 2, 3, 5, 6, 7, 8, 10 and 11, block 8.
All of blocks 9, 12, 13 and 14 — all Block 15 except lots 4, 7, 16 and 19,
All blocks 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, total 386 - lots.
~~Also~~ The following lots or parcels of land in what is known as the Mathews addition to the town of Attalla:
Lot 2 - block 2 - 1 acre. — 25 feet of NE side of Burk lot ¼ acre,

	S.	T.S.	R.E.	A.
NE¼ of NW¼	24-	11-	5-	40
SW¼ of NE¼	26-	11-	5-	40
NW¼ of SE¼	26-	11-	5-	40
W½ of SW¼	26-	11-	5-	80
Fractions 9, 10, 13, 14, 20.	34	11 -	5-	~~200~~
W½ of NW¼	35-	11-	5-	80
Part of NW¼ of SW¼ in NW. cor.	35-	11-	5-	7
N½ of NE¼	4-	12-	5-	80
NW¼ of SE¼	23-	11-	6-	40
SE¼ of SE¼	23-	11-	6-	40
NW¼ of SW¼	25-	10-	7-	40
SW¼ of NW¼	25-	10-	7-	40
NE¼ of SE¼	26-	10-	7-	40
SW¼ of SE¼	26-	10-	7-	40
E½ of SE¼	34-	10-	7-	80
NE¼ of NW¼	35-	10-	7-	40
S½ of NW¼	35-	10-	7-	80
NW¼ of SW¼	35-	10-	7-	40
SW¼ of SW¼ of SW¼	2-	11-	7-	120
E½ of SE¼	3-	11-	7-	80
NW¼ of SW¼	3-	11-	7-	40
S½ of SE¼	4-	11-	7-	80
N.W. diag. ½ of NE¼ of NW¼	9-	11-	7-	20
NW¼ of NW¼	9-	11-	7-	40
E½ of NE¼	10-	11-	7	80
NW¼ of NW¼	11-	11-	7-	40

all of fraction 21, except the iron ore under the surface of the following portions of said fraction 21; lots 2, 3, 4, 5, 6, 7, and 8, block 1; lots 1, 6, 7, and 8, block 2; lots 1 and 2 in block 3; lots 3 and 4 in block 6, and all the lots in block 9, according to map and survey of the Rhea Addition to the city of Attalla & & S.- T.S. & R.E. A.
& 34- 11- 5- 40.

Surface- Rights:

	S.	T.S.	R.E.	A.
SE diagonal ½ of the SW¼ of NW¼ -	26-	11-	6-	28

And also all and singular the following described real estate situate, lying and being in the County of Jefferson in said State of Alabama to wit:

	S.	T.S.	R.E.	Acres.
Part of N¼ of NE¼	30-	17-	1-	60 78/100
SW¼ &	30-	16-	2-	160
S½ of S½ of SW¼ of SE¼	14-	17-	2-	10
Part of SE¼ &	22-	17-	2-	120
N½ of NE¼	23-	17-	2-	80
SW¼ of NE¼	23-	17-	2-	40
W½ of & SE¼	23-	17-	2-	80
E½ & E½ of NW¼	23-	17-	2-	40
W½ & SW¼ (except block 3A. 41 & 42)	23-	17-	2-	80
NE¼ & of SW¼ (except Block 61 and 61A, and a triangular lot sold J. C. Faut and a lot for Depot Gate City and railroad right of way - - - - -	23-	17-	2-	40
SE¼ of & SW¼ (except Block 62, 62A, 63 & 63A)	23-	17-	2-	25
W½ of NE¼	25-	17-	2-	80
SE¼ & of NW¼	25-	17-	2-	40
N½ & SW¼	25-	17-	2-	80
SW¼ & of SW¼	25-	17-	2-	40
NW¼ &	26-	17-	2-	160
E½ of SE¼	26-	17	2-	80
NE¼ & (except 16½ acres)	26-	17-	2-	143½
NE¼ of SE¼	27-	17-	2-	40
N½ & NE¼	35-	17-	2-	80
E½ & NW¼	35-	17-	2-	80
SW¼ & of NW¼	35-	17-	2-	40
N½ & SW¼	35-	17-	2-	80
SW¼ & SW¼	35-	17-	2-	40
NE¼ & NE¼	9-	18-	2-	40
SW¼ & NE¼	9-	18-	2-	40
NW¼ & NW¼	9-	18-	2-	40
W½ of & W½	25-	16-	3-	160
SE¼ & of SW¼	25	16-	3-	40
E½ & SE¼	25-	16-	3-	80
E½ & NE¼	27-	16-	3-	80
E½ & NE¼	35-	16-	3-	80
SW¼ & of NE¼	35-	16-	3-	40
SE¼ & of NW¼	35-	16-	3-	40

	S.	T. S.	R. W.	Acres.
N½ of NW¼	35-	16-	3-	80
SW¼	35-	16-	3-	160
N½ of SE¼	35-	16-	3-	80
S½	36-	16-	3-	320
N½ of NW¼	36-	16-	3-	80
SE¼ of NW¼	36-	16-	3-	40
NW¼ of NE¼	1-	17	3-	40
N½ of SW¼ of NE¼	1-	17-	3-	20
NW¼	1-	17-	3-	160
NW¼ of SW¼	1-	17-	3-	40
NW. diagonal ½ NE¼ of SW¼	1-	17-	3-	20
N½	2-	17-	3.	320

Also 100 acres described as follows:
Beginning at a point on West boundary line of said Section, 990 feet north of the SW. corner, running thence to the NE. corner of the SE¼ thence with the north boundary of the S½ of the said Section to the west boundary line of said Sec. thence South along west boundary line to point of beginning- 2- 17- 3- 100.

Also the following described lots and parcels of land as shown on Map of the Gate City Land Company on file in office of Judge of Probate for Jefferson County, viz:

	(Block)
All of	1
Lots 7, 10, 11, 12, 19, 33, 34, 35,	2
All (except lot 1)	3a
All (except 25 ft. on N. end to Catherine Morgan)	4
All (except Lots 2, 7, 8, 9, 15 & 20)	5
Lots 2, 4, E½ of 5, 6, 7,	6
All-	7
All (except 1 and E½ of 10)-	8
All-	9
All-	10
Lots 5, 6 and 10-	11
Lots 10, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32-33-34) —	11B.
Lots 7, 8, 9, 12, 13, 14, 15,	12
All (except 1, 2, and 8,	13
All-	14
All	15
All	15½
All	16
All	17
All	18
All	19
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10,	20
All-	21
All-	22

	Block.
All -	23
All	24
All	25
All	26
All	27
All	28
Lots 6, 7, 8, 14 and 15,	29
All	30
All (except 20 and 1 and 2)	31
All	32
All	33
All (except Lots 8, E½ of Lot 7)	34
All	35
All	36
All	37
All	38
Lots 1, 3 and 4.	40
All (except Lot 1)	41
All (except Lots 2 and 4)	42
All (except 9 and 10)	61
All	61a
All	62
All	62a
All	63
All	63a

Also 120 ft. strip on E side of N.W.¼ of N.W.¼ S. 23, T. 17, R. 2, laid off in lots.

Minerals Rights. —

	S.	T.S.	R.E.	A.
W½ of N.W.¼	21-	16-	2-	80
W½ of NE¼ of N.W.¼	22-	17-	2-	20
E½ of E½	24-	16-	3-	160
W½ of SE¼	25-	16-	3-	80
NE¼ of SW¼	25-	16-	3-	40
N½ of	26-	16-	3W.	320
NE¼ of SE¼	26-	16-	3W	80
SE¼ of SE¼	26-	16-	3W	40
NE¼ of SW¼	26-	16-	3W	40
SE¼ of	27-	16-	3W	160
E½ of SE¼	35-	16-	3W	80
NE¼	36-	16-	3W	160
SW¼ of N.W.¼	36-	16-	3W	40

Also the following described lots in East Birmingham in Jefferson County in the State of Alabama, viz:

Lots 11 to 19 Block 28, — Lots 12 to 17 Block 44.

Entire Fractional Block 29a. — Lot 50×50 in S.W. corner of lot 3 - Block 32 B.

Surface Rights.

1 - That tract of land described as follows: Commencing at the

northwest corner of the southwest quarter of northwest quarter of Section thirty one (31) in township sixteen (16) south, range two (2) west and running thence east three hundred and sixty-six (366) feet; thence south two hundred and thirty eight (238) feet; thence west three hundred and sixty-six (366) feet; thence north two hundred and thirty eight (238) feet to the point of beginning. 2-acres.

2- Also the east half of the northeast quarter of Section thirty six (36) in township sixteen (16) south range three (3) west, and the west half of the northwest quarter of Section thirty one (31) in township sixteen (16) south, range 2 west, saving and excepting from the said half quarter in Section thirty six (36) about sixty and three-fourths (60¾) acres which had been previously sold as follows: To me Hawkins ten (10) acres; to me Dunn, four and fifty one-hundredths (4½) acres; to me Snell three (3) acres; to D. N. Moore four (4) acres; to me Boschal five (5) acres; to me Monday four acres; to me J. W. Beasley four (4) acres; to me Kear three-fourths of an acre; to me A. J. Hogan one (1) acre; to B. E. Hogan three (3) acres; to me Massey one (1) acre; to me Hewitt ten (10) acres; to J. A. Brown five (5) acres; to me Carmach three (3) acres; to me Loret two (2) acres; and H. Larry one-half of an acre; and saving and excepting from said half quarter in said Section thirty one (31) fifty two (52) acres, which had been previously sold to the following parties to wit: To Mrs. H. Snell, five (5) acres; to J. O. Reagan five (5) acres; to me Patterson ten (10) acres; to J. W. Barclay, five and one-half (5½) acres; to F. M. Putnam two (2) acres; to W. Kear, two (2) acres; to me Porter four (4) acres; to me Newman one (1) acre; to me Gunn one (1) acre; to Ellis and Fruss one half of an acre; to W. H. Hughes fifteen (15) acres; and to Reach one (1) acre. 47½ acres.

3- Also one acre of land situated in the southeast quarter of the northeast quarter of section thirty-six (36) in township sixteen (16) south, range three (3) west, which is described as follows: Commencing at a point on the west side of the Stout road at the northeast corner of a certain acre of land conveyed by G. L. Hewitt to I. B. McNeill, and running northeasterly one hundred and three (103) feet to the northeast corner of a certain acre lot conveyed to G. L. Hewitt by R. J. Beasley and thence west to Mr. Crowns east boundary line; thence south about one hundred and three (103) feet to I. B. McNeill north line, and thence east to the Stout road at the point of beginning. 1 acre.

4- And also the north half of the northwest quarter of the north west quarter of the northwest quarter of Section thirty one (31) in township sixteen (16) south, range two (2) west, containing five (5) acres. 5 acres.

5- Also one (1) acre in the southeast quarter of the northeast quarter of Section thirty six (36) in township sixteen (16) south range three (3) west; commencing at a point on the east side of the Stout road two hundred and Seventy eight feet and fifteen hundredths of a foot (278.15) north of the south boundary line of said forty (40) acre tract being the northwest corner of a five

(5) acre lot deeded to G.L. Hewitt; thence east to the right of way of the Mary Lee Coal and Railway Company; thence north far enough so that in running due West from such northern point to the Stout road, thence southward along said road to the beginning, there will be one (1) acre included in such boundary. 1 acre

Part of E½ of NE¼ of Sec. 36. T. 16. R. 3 W. 4 acres.

Three acres of land situated in the east half of the northeast quarter of Section thirty-six (36) township sixteen (16) south of range three (3) west described by metes and bounds as follows: Commencing at a point on the east side of the Stouts road to wit; at the southwest corner of a certain one acre lot deeded by J. Hogan, and run from thence south along said Stouts road, three hundred and ninety-six (396) feet, thence east three hundred and thirty (330) feet, thence north three hundred and ninety six (396) feet, thence west three hundred and thirty (330) feet to point of beginning to contain three (3) acres, coal and mineral excepted, situated in Jefferson County Alabama. — 3 acres

A certain acre of land, situated in the east half of the northeast quarter, section thirty-six (36) township sixteen (16) south of Range three (3) west and described by metes and bounds as follows; Commencing at a point on the east side of the Stouts road to wit; at the southwest corner of a certain five acres of land heretofore deeded by R. J. Beasley and E. V. Beasley to E.A. Paschal, and running from thence south along said Stouts road one hundred and thirty two-(132) feet, thence east three hundred and thirty (330) feet; thence north one hundred and thirty-two (132) feet, thence west three hundred and thirty (330) to the point of beginning to contain one acre more or less, coal and minerals excepted situated in Jefferson County. — 1 acre.

	S.	T.S.	R.	A.
N.W. corner NW¼ of NW¼	24	17	2	12
Part of SE¼ of NE¼ (Brown lot)	36	16	3	5
3/4 interest in NE¼ of SE¼	3	17	3	30
Railroad Right of Way.				
SE¼ of NE¼	23	17	2	1
NE¼ of SE¼	23	17	2	1

And also all and singular the following described real estate situate lying and being in the County of Shelby in said State of Alabama to wit:

	S.	T.S.	R.	A.
SE¼ of NE¼	34	21	2 W.	40
SW¼ of SW¼ (that portion south of Columbiana and Truscaloosa Road.)	34	21	2 W.	37
SW¼ of SE¼ less 10 A. in S.W. cor.	34	21	2 W.	30
E½ of SE¼	34	21	2 W.	80
W½ less SE¼ of SW¼	35	21	2 W.	280
N.W¼ of SE¼	35	21	2 W.	40
Surface Rights.				
N½ of NE¼	21	18	2 E.	80
NW¼	21	18	2 E.	160

	S.	T.S.	R.	A.
N½ of SW¼	21	18	2 E.	80
SW¼ of SW¼	21-	18	2 E.	40
NE¼ of SE¼	29-	18-	2 E.	40
NE¼ of NE¼	35-	21	2 W.	40
N½ of NE¼	35-	21-	2 W.	80
NW¼ of SE¼	35.	21	2 W.	40
SE¼ of SW¼	35-	21-	2 W.	40
SE¼	21-	18-	2 E.	160.

And also the following described lands situate lying and being in the County of Talladega, in said State of Alabama to wit:

	S.	T.S.	R.W.	A.
E½ of NE¼	34	18-	4-	80
S½ of SW¼	34	18	4 -	80
NE¼ of SW¼	34-	18-	4-	40
SE¼ of	34	18	4-	160
E½ of SE¼	4	19	4-	80
S½ of	25-	20-	4-	320
E½ of NW¼	34-	20-	4-	80
SW¼ of NW¼	34-	20	4-	40
NE¼ of SE¼	34-	20	4-	40
N½ of SE¼	1 -	19-	5-	80
NE¼ of	20-	19-	5-	160
S½	4-	20-	5-	320
S½	16	20	5-	320
NW¼ less 2 acres on corner which church is located.	16	20	5-	158
All except NE¼ of NE¼	20-	20	5-	600
E½ of SE¼ of	13-	18 -	6 -	80
E½ of W½ of SE¼	13	18	6 -	40
W½ of NW¼	14	18	6-	80
W½ of less SW¼ of SW¼	15-	18	6-	280
W½ of NE¼ of	15	18	6-	80
SE¼ of less SW¼ of SE¼	15-	18 -	6-	120
W½ of SE¼ of	16-	18-	6-	80
W½ of NE¼	16-	18 -	6-	80
E½ of	22-	18-	6-	320
NE¼ of NW¼	22-	18 -	6-	40
SE¼ of	23-	18 -	6-	160
W½ of NE¼	23-	18-	6-	80
NE¼ of NE¼	24 -	18-	6-	40
All of	25-	18 -	6-	640
All except SW¼ of SW¼	26-	18-	6-	600
SW¼ of NE¼ of	27-	18-	6-	40
SE¼ of SW¼ less 1 A. in S.W. cor.	29-	18-	6	39
SW¼ of SW¼	29	18-	6 E	40
S½ of S½ of SE¼	30	18-	6 E	40
NE¼ of	31-	18	6 E	160

	S.	T. S.	R. E.	A.
N1/2 of SE1/4	31-	18-	6-	80
N1/2 of SE1/4	33-	18-	6-	80
NE1/4	33-	18-	6-	160
SE1/4 of NW1/4 less 9A. off north	33-	18-	6-	31
SE1/4 of SW1/4	34-	18-	6-	40
W1/2 of SW1/4	34-	18-	6-	80
W1/2 of NW1/4	34-	18-	6-	80
SE1/4 of NW1/4 less 10A. off North	34	18-	6-	30
S1/2 of SE1/4	34-	18-	6-	80
E1/2 of NE1/4	34-	18-	6-	80
All except NW1/4 of NW1/4	35-	18	6	600
All except NE1/4 of SW1/4	36-	18-	6-	600
NW1/4 of NW1/4	1-	19	6-	40
NW1/4	2-	19-	6-	160
N1/2 of NE1/4	2-	19-	6-	80
NW1/4 of SW1/4	2-	19-	6-	40
W1/2 of SE1/4 of SW1/4	2-	19-	6-	20
SE1/4 of SW1/4	6-	19-	6-	40
SE1/4 of NE1/4	11-	19-	6-	40
NW1/4 of NE1/4	12-	19-	6-	40
NE1/4 of SW1/4	12-	19-	6-	40
S1/2 of SW1/4	12-	19-	6-	80
N1/2 of SE1/4	12-	19-	6-	80
S1/2 of NE1/4	14	19	6-	80
SE1/4	14	19	6-	160
N1/2	22	19	6-	320
All except SW1/4 of SW1/4	16	18	7-	600
SW1/4 less 10 A. off north of NW1/4 of SW1/4	30	18	7-	150
E1/2 of E1/2	30	18	7-	160
NE1/4 of NE1/4	31	18	7-	40
NE1/4 of NW1/4	31-	18-	7-	40
SW1/4 of SW1/4	31-	18	7-	40
N1/2	32-	18	7-	320
SW1/4	32-	18-	7-	160
NW1/4	6-	19-	7-	160
SE1/4 of SW1/4	31	-18-	7-	40
Mineral Rights				
SE1/4 of NE1/4	34	20-	4	40
SW1/4 of SW1/4	16-	18-	7-	40
Limerock and Marble Rights				
S1/2	14	21	4-	320
All	17-	20-	5-	640
NW1/4 of NW1/4	35-	18-	6-	40
NW1/4 of NW1/4	31-	18-	7	40
W1/2 of NE1/4	31-	18-	7-	80

And also the following described lands situate lying and being in the County of Tuscaloosa, in said State of Alabama to wit:

	S.	T.S.	R.	N.	A.
NW1/4 of NE1/4	19	20		6	40
S1/2 of SN1/2	19	20	—	6—	160
NW1/4 of NW1/4	19	20		6—	40
S1/2 of	19—	20—		6—	320
W1/2 of NW1/4	28—	19—		7—	80
E1/2 of NE1/4	29—	19—		7—	80
NE1/4 of SE1/4	29	19—		7—	40
N1/2 of NW1/4	30	19—		7—	80
N1/2 of SW1/4	30	19		7—	80
NE1/4 of SE1/4	32—	19—		7—	40
N1/2 of N1/2	32	19—		7—	160
SE1/4 of NE1/4	32	19—		7—	40
S1/2 of NE1/4	2—	20		7—	80
E1/2 of SE1/4	2—	20		7—	80
SE1/4 of NE1/4	3—	20		7—	40
N1/2 of NW1/4	3—	20—		7—	80
SW1/4 of SW1/4	3—	20—		7—	40
E1/2 of SE1/4	3—	20		7—	80
SW1/4 of SE1/4	3—	20		7—	40
All except NE1/4 of NE1/4	5	20		7—	600
N1/2	6—	20—		7—	320
All of	7	20		7—	640
NW1/4 of SW1/4	8	20		7—	40
S1/2 of SW1/4	8—	20		7—	80
All of	9	20		7—	640
SE1/4 of SW1/4	10—	20		7—	40
W1/2 of SE1/4	10	20		7	80
SE1/4 of SE1/4	10	20		7—	40
All of	11	20		7—	640
SW1/4 of NE1/4	13—	20		7—	40
SE1/4 of NW1/4	13	20		7—	40
N1/2 of SW1/4	13	20		7—	80
N1/2 of SW1/4	13	20		7—	80
SE1/4 of SW1/4	13—	20—		7—	40
SE1/4 of	13	20		7—	160
All of	14—	20		7—	640
All of except NW1/4 of NW1/4	15—	20		7—	600
All of	16—	20		7—	640
All of	17	20—		7—	640
All of	18—	20		7—	640
All of	19—	20—		7—	640
All of	20—	20		7—	640
E1/2 of SW1/4	21	20		7	80
NE1/4 of NW1/4	21	20		7	40
S1/2 of	21	20		7	320
E1/2 of NE1/4	22	20		7	80
NW1/4 of NE1/4	22	20		7	40

	S.	T.S.	R.W.	a.
SW1/4 of NW1/4	22	20	7-	40
S1/2 of	22	20	7-	320
All of	23	20	7-	640
NE1/4 of NW1/4	24	20	7-	40
All of	25-	20	7-	640
NE1/4 of NE1/4	26	20	7-	40
All of	27	20	7-	640
All of	28-	20	7-	640
NW1/4 of NW1/4	29-	20	7-	40
S1/2 of NW1/4	29-	20	7-	80
E1/2 of NE1/4 - Less surface right to 6 acres heretofore sold described as follows: Beginning at N.W. corner of said E1/2 of NE1/4 running east 70 yards thence South 420 yards, thence west 70 yards thence north 420 yds. to point of beginning:	29	20	7-	74
S1/2 of	29	20	7-	320
All of	30	20	7-	640
All except SE1/4 of SE1/4	31	20	7-	600
N1/2 of N1/2	32	20	7-	160
SW1/4 of	32-	20	7-	160
SW1/4 of NW1/4	33-	20	7-	40
S1/2 of SE1/4	34-	20-	7-	80
NE1/4 of SW1/4	34	20	7-	40
NE1/4	35-	20	7-	160
N1/2 of NW1/4	35-	20	7-	80
SW1/4 of NW1/4	35-	20	7-	40
SW1/4	35	20	7-	160
E1/2 of SE1/4	35	20	7-	80
N1/2	3	21	7-	320
SW1/4	3	21	7-	160
W1/2 of SE1/4	3	21	7-	80
SE1/4 of SE1/4	3	21	7-	40
N1/2	6-	21-	7-	320
NW1/4 of NE1/4	8-	21	7-	40
E1/2 of SW1/4	8	21 -	7-	80
W1/2 of SE1/4	8	21	7-	80
SW1/4 of SE1/4	9	21	7-	40
W1/2 of NE1/4	10	21	7-	80
N1/2 of NW1/4	11	21	7-	80
SW1/4 of SW1/4	15	21	7-	40
NE1/4	16	21	7-	160
S1/2 of NW1/4	16	21	7-	80
E1/2 of SW1/4	16-	21	7-	80
N1/2 of SE1/4	16	21	7	80
N1/2 of SE1/4 of SE1/4	16	21	7	20
SW1/4 of NW1/4	17	21	7-	40
SW1/4	17	21-	7-	160
W1/2 of SE1/4	17	21	7-	80

	S.	T.S.	R.W.	A.
E½ of NE¼	18	21	7	80
SE¼ of SE¼	18	21	7	80
N½ of SE¼	19	21	7	80
NW¼ of NE¼	20	21	7	40
NE¼ of NW¼	20	21	7	40
N½ of SE¼	20	21	7	80
SE¼ of SW¼	21	21	7	40
N½ of SE¼	21	21	7	80
NE¼	29	21	7	160
E½ of NW¼	29	21	7	80
SW¼ of NW¼	29	21	7	40
SW¼	29	21	7	160
SW¼ of SE¼	29	21	7	40
E½ of NE¼	30	21	7	80
SE¼	30	21	7	160
NW¼ of NE¼	32	21	7	40
NW¼	32	21	7	160
N½ of SW¼	32	21	7	80
SE¼ of SW¼	32	21	7	40
NW¼ of SE¼	32	21	7	40
Part of NW¼	5	22	7	6
Part of NE¼ of NE¼	6	22	7	3
All of	1	20	8	640
W½ of NE¼	10	20	8	80
S½ of NW¼	10	20	8	80
All of	11	20	8	640
S½ of	12	20	8	320
E½ of NE¼	12	20	8	80
SW¼ of NE¼	12	20	8	40
S½ of SW¼ of NE¼	12	20	8	20
All of	13	20	8	640
All of	14	20	8	640
E½ of	15	20	8	320
W½ of SW¼	15	20	8	80
SW¼ of SE¼	21	20	8	40
All of	22	20	8	640
All of	23	20	8	640
N½ of	24	20	8	320
SE¼ of	24	20	8	160
N½ of	25	20	8	320
N½ of S½	25	20	8	160
E½ of E½	26	20	8	160
SW¼ of NE¼	26	20	8	40
SW¼ of NW¼	26	20	8	40
NW¼ of SW¼	26	20	8	40
S½ of SW¼	26	20	8	80
SW¼ of SE¼	26	20	8	40

	S	T.S.	R.W.	a
All except SE1/4 of SE1/4	27-	20	8-	600
N1/2 of NE1/4	28	20	8-	80
E1/2 of NW1/4	28	20	8-	80
SE1/4 of SE1/4	33	20	8-	40
W1/2 of W1/2	34	20	8-	160
SE1/4 of NW1/4	34	20	8-	40
NE1/4	34	20	8-	160
NE1/4 of SE1/4	34	20	8-	40
N1/2 of NW1/4	35	20	8-	80
SW1/4 of NW1/4	35	20	8-	40
SE1/4 of SW1/4	35	20	8-	40
SE1/4	35	20	8-	160
NW1/4	36-	20	8-	160
S1/2	36	20	8-	320
E1/2 of NE1/4	1	21-	8-	80
N1/2 of NE1/4	2-	21-	8-	80
NE1/4 of NW1/4	2-	21-	8-	40
SE1/4 of NW1/4	3-	21	8-	40
W1/2 of NW1/4	3	21	8-	80
SE1/4 of SW1/4	3	21	8-	40
W1/2 of SW1/4	3	21	8-	80
E1/2 of NE1/4	4	21	8-	80
SE1/4 of NW1/4	4	21	8-	40
S1/2	4	21	8-	320
SW1/4 of NE1/4	4	21	8-	40
SW1/4 of SW1/4	6	21	8-	40
E1/2 of NE1/4	7-	21-	8-	80
SE1/4	7	21	8	160
E1/2 of SW1/4	17	21	8-	80
SE1/4	17	21	8-	160
W1/2 of NE1/4	18	21	8-	80
SE1/4 of SW1/4	18	21	8-	40
N1/2 of SE1/4 of NW1/4	19	21	8-	20
N1/2	20	21	8-	320
W1/2 of NW1/4	21	21	8-	80
Part of E1/2 of SW1/4 (1/9 part)	5	20	9-	8 8/9
1/9 part of SE1/4 of NW1/4	8	20	9	4 4/9
SW1/4 of NE1/4	8	20	9-	40
NE1/4 of NW1/4	9	20	9-	40
1/9 part of E1/2 of NW1/4	17	20	9	8 8/9
Mineral Rights.				
SW1/4 of NE1/4	32	19	7	40
S1/2 of NW1/4	32	19	7-	80
N1/2 of SW1/4	32	19	7	80
SE1/4 of SW1/4	32	19	7	40
NW1/4 of SE1/4	32	19	7	40
S1/2 of SE1/4	32	19	7-	80

	S.	T S.	R W.	A.
S½ of NW¼	2	20	7	80
E½ of SW¼	2	20	7	80
W½ of SE¼	2	20	7	80
NE¼ of NE¼	5	20	7	40
N W¼	10	20	7	160
N½ of SW¼	10	20	7	80
SW¼ of SW¼	10	20	7	40
NW¼ of NW¼	15	20	7	40
NE¼ of NW¼	29	20	7	40
W½ of NE¼	29	20	7	80
SE¼ of NW¼	35	20	7	40
W½ of SE¼	35	20	7	80
NW¼ of NW¼	4	21	7	40
NE¼ of NE¼	5	21	7	40
W½ of E½	5	21	7	160
NE¼ of SE¼	5	21	7	40
N½ of NE¼	9	21	7	80
E½ of NW¼	9	21	7	80
NW¼ of NE¼	11	21	7	40
SW¼ of SE¼	16	21	7	40
W½ of SW¼	16	21	7	80
E½ of SE¼	17	21	7	80
E½ of SE¼	19	21	7	80
SW¼ of NE¼	20	21	7	40
SE¼ of NW¼	20	21	7	40
SW¼ of	20	21	7	160
E½ of SE¼	20	21	7	80
SW¼ of NE¼	21	21	7	40
NE¼ of SE¼	21	21	7	40
NW¼ of NW¼	29	21	7	40
SE¼ of SE¼	25	20	8	40
SW¼ of SW¼	25	20	8	40
NW¼ of SE¼	26	20	8	40
NE¼	35	20	8	160
NE¼ of SW¼	35	20	8	40
SE¼ of NW¼	35	20	8	40
W½ of SW¼	35	20	8	80
NW¼ of NE¼	1	21	8	40
W½ of SW¼	8	21	8	80
SW¼	4	20	9	160
E½ of	5	20	9	320
NW¼ of SE¼	8	20	9	40
NW¼ of NE¼	8	20	9	40
E½ of E½	8	20	9	160
S½ of NW¼ and NW¼ of NW¼	9	20	9	120
NW¼ of NE¼	9	20	9	40
All of W½ of SW¼ except a certain 22 acre				
pasture commonly known and designated as the Snider & Lidenr field	9	20	9	58

Surface Rights.	S.	T.S.	R.W.	A.
N½ of NW¼	22	20	7	80
Part of NE¼ of NW¼	29	20	7	¾
E½ of SE¼ of SE¼	25 -	20	8	20

Lots of Nos. 2, 5, 7, 8, 14, 17, 18, 19, 20 and 28 in the NE¼ of NW¼ S. 29 T-20. R. 7 as shown on plat made by M. Helgrove and recorded in the Judge of Probates Office.

And also the following described lands situate lying and being in the County of Polk in the State of Georgia to wit:

Lots Nos. 4, 5, 6, 67, 68, 78 in the Second District and Fourth Section: and Nos. 3, 4, 5, 6, 7, 209, 66, 67, 68, 69, 70, 76, 77, 78, 79, 136, 137, 138, 139, 140, 149, 150, 151, 152, 153, 210, 211, and NW½ of No. 64, in the Seventeenth District and Fourth Section: said lots containing 40 acres each and the half lot 20 acres more or less - in all one thousand three hundred and forty (1,340) acres, the same being the main body of ore land formerly belonging to the Polk County Ore and Iron Company and also the iron ore coal and other minerals in, under and upon the following real estate situate also in the said County of Polk, to wit: Lots of land Nos. 81, 82, 83, 84, 85, 88, 128, 133, in the Seventeenth District and Fourth Section, each lot containing 40 acres more or less aggregating 320 acres more or less; together with the mineral rights pertaining to the mining of said iron ore, coal and other minerals in, under and upon said real estate last aforesaid.

And also the line of railroad known as the Mary Lee Coal and Railway and all other lines of railroads formerly owned by the Alabama Consolidated Coal and Iron Company and now owned or held by said Company or its aforesaid Trustee in Bankruptcy and also the right of way for said railroad or railroads and all road beds for the same including all cross ties iron and steel rails, sidings, switches and turnouts; and also all sheds, round houses, equipment and appurtenances thereto appertaining; and also all locomotives engines and cars for the transportation of passengers or freight over, on, upon or in connection with said Railroad; and also all and singular the rights easements and franchises belonging unto said railroad or railroads or in any way appertaining to the same including franchises to operate and maintain said railroad or railroads and the right to collect and receive all tolls and charges for the carriage of either passengers or freight thereon. And also all mineral rights pertaining to the coal iron ore and other minerals that now belong to the aforesaid Company or its aforesaid Trustee in under or upon said lands. And also all and singular the furnaces mines and improvements upon said lands or any of them and also all machinery tram cars carts and all other personal property of every description whatsoever used in or connected with any of the furnaces

plants and mines in or upon said lands or any of them.
And also in and to all other property of the said Bankrupt and also of its aforesaid Trustee in Bankruptcy of every kind character and description, real, personal and mixed and wheresoever situated whether the same be hereinabove particularly described or not.
Including,- without any limitation, restriction or qualification of the grant hereinbefore made, all mineral rights and interests owned or possessed by the said Alabama Consolidated Coal and Iron Company, or by its said Trustee in and to any and all lands howsoever described or wheresoever situate together with all minerals and mineral substances of every kind and description, in, under or upon such lands, and all rights and easements of ingress and egress over, above, upon or below the surface of any and all lands, and all rights and easements to take and use water, timber stone, or any other material or substance and to affix, construct erect, occupy, use and remove buildings, machinery, tramways railroads, pipe lines, roads or ways, and to use, occupy or displace the surface of land, in any manner whatsoever in and about the mining and transportation of minerals or mineral substances; said Trustee hereby conveying generally all rights, interests, easements and servitudes of every kind, nature, character and description appertaining or relating to minerals or mineral substances and the mining, removal, transportation or handling thereof, held or possessed by the said Alabama Consolidated Coal and Iron Company or by its said Trustee in to and upon any and all lands wherever situate and however described.
To have and to hold together with all and singular, the tenements and hereditaments appurtenances, rights, privileges, ways, waters and easements, thereunto appertaining or in anywise belonging unto it the said The Alabama Company, its successors and assigns forever; but upon and subject to the following terms and conditions to wit:
First: The property above conveyed is and shall be subject to the lien of the following described mortgages or deeds of trust, securing according to their respective priorities, the bonds outstanding, and other indebtedness thereunder, respectively, which said mortgages or deeds of trust are as follows:
(a) The first mortgage or deed of trust dated May 1st 1901, executed by the said Alabama Consolidated Coal and Iron Company and other to the St Louis Trust Company (now the St. Louis Union Trust Company) Trustee securing an authorized total issue of Five hundred thousand Dollars of principal of six per-cent bonds, of which amount there are now outstanding four hundred and six thousand Dollars of principal.
(b) A Mortgage or deed of trust dated May 1st 1903, executed by the Alabama Consolidated Coal and Iron Company to The International Trust Company of Maryland, (now The Baltimore Trust Company) Trustee, securing an authorized issue of Three million five hundred thousand dollars par value of five per cent bonds of which

amount there are now outstanding one Million, six hundred and sixty-three, thousand Dollars of principal of said bonds.
(c) A Mortgage or deed of Trust dated May 1st 1908, from the Alabama Consolidated Coal and Iron Company to the Windsor Trust Company Trustee, securing an outstanding issue of the bonds for value of One Million two hundred and fifty thousand Dollars with certain over due coupons and known as Refunding or Improvements Bonds.
(d) A portion of said property is also subject to a vendors or grantor's lien in favor of one J.F. McDuffie in the principal sum of Seven thousand and three hundred and Seventy five dollars and interest.
Second: The said purchaser does hereby expressly assume and agree to pay under the terms of said Mortgages or Deeds of Trust, all the indebtedness outstanding under and secured by the said respective mortgages and the grantors or vendors lien above recited when and as the same shall respectively be and become payable and does hereby further agree to comply with and fulfill all of the terms of the said respective mortgages to the same extent as the said Alabama Consolidated Coal and Iron Company covenanted therein to do. (It being further understood that this assumption of mortgage indebtedness shall be and is hereby expressed to be for the benefit of the trustees under said respective mortgages and may be enforceable by them respectively against said purchaser its successors or assigns as fully and to the same effect and extent as if the said purchaser was the original mortgagor and maker of the bonds issued and outstanding under and now secured by said respective mortgages.)
Nothing in this deed contained shall be construed to extend the lien, legal or equitable of the said mortgages or any of them to any property of any kind whatsoever conveyed by this deed to which the said lien, legal or equitable, did not prior to the execution hereof and does not now, extend under the terms and provisions of the said mortgages respectively.
Third: The said Bankruptcy Court may retake and resell said property or any part of it on the terms and conditions as provided in the said Decree, a copy of which is said Exhibit "A" hereto. And the said The Alabama Company, the body corporate aforesaid, in evidence of its acceptance of the terms and provisions of this deed and especially of its aforesaid assumption of the mortgage indebtedness herein referred to, has joined in the execution hereof.
In Witness Whereof the said Harry W. Coffin as Trustee in Bankruptcy of the Alabama Consolidated Coal and Iron Company has hereto set my hand and seal, this the 25th day of April 1913, and the said The Alabama Company has caused these presents to be signed in its corporate name, by its President and its corporate seal to be hereunto attached duly attested by its Secretary as of the date last above mentioned in ten counties, parts each of which shall be treated as an original. — — Harry W. Coffin L.S.
As Trustee in Bankruptcy of the Alabama Consolidated Coal and Iron Company.
Witness: K. B. Macy, Lutie Chisholm, Notary Public Jefferson Co. Ala.

Attest: James E. Whiting (Seal) The Alabama Company,
Its Secretary By Berkeley Williams Its President

State of Alabama } I Lutie Chisholm a Notary Public in and for
Jefferson County } Jefferson County hereby certify that Harry N. Coffin
whose name as Trustee in Bankruptcy of the Alabama Consolidated
Coal and Iron Company bankrupt is signed to the foregoing con-
veyance and who is known to me to be such Trustee acknowledged
before me on this day that being informed of the contents of the con-
veyance, he as such Trustee executed the same voluntarily on
the day the same bears date.
In Witness Whereof I hereby set my official hand and seal of office
this the 25th day of April 1913. (Seal) Lutie Chisholm
Notary Public

I hereby certify that the foregoing deed is in form satisfactory to
and is approved by the undersigned Edmund H. Dryer, Referee
in Bankruptcy, and its execution is hereby authorized this the 25th
day of April 1913.
Edmund H. Dryer,
Referee in Bankruptcy.

Decree Exhibit A.

In the District Court of the United States for the Southern
Division of the Northern District of Alabama.
In the Matter of Alabama Consolidated Coal } No. 11,946
& Iron Company — "Bankrupt." } In Bankruptcy.

This cause standing for final hearing on the order passed
therein dated Feby. 24th 1913, upon the petition of Harry N. Coffin
Trustee in this proceeding, and the proposition of Joshua Levering
and others, constituting a committee of stockholders of the bank-
rupt corporation and it appearing from the report and
certificate of the Referee in charge of this proceeding that he gave
notice of the proposed sale, and of this proceeding and of the afor-
said proposition by mailing a copy of the said order to each
creditor of the bankrupt and also to the attorneys of record of the
bankrupt corporation on the 4th day of March 1913 and by pub-
lishing a copy of said order in the Birmingham Age Herald on
the 2nd day of March 1913, and also by mailing on the 4th day of
March 1913 a copy of said notice to all stockholders of the bank-
rupt whose names and addresses were known to the Trustee and
furnished by him to the Referee.
And the Referee having certified to the Court a list of the claims
filed with him against the estate, and the amount and charac-
ter of each claim so filed said list being now filed in this
proceeding and the Trustee having reported to the court in writ-
ing all claims which we may have reason to believe may
be filed against the estate in addition to those already filed
and the amount and character of such claims, and all other
terms and conditions of the said order, appearing to the court
to have been fully complied with, now appearing said

Harry W. Coffin in person and through his attorneys of record, Tillman, Bradley & Morrow; H. H. Melville, George R. Carr, International Power Company and Joseph H. Hadley, Trustee, through their attorneys of record A. G. & E. D. Smith; Empire Coal Company and National Surety Company through their respective attorneys of record Cabaniss & Bowie and Perry, Berkness & Burr and creditors of record by Frank S. White & Sons through their said attorneys, and the proceedings in this cause having been duly considered, the counsel for the respective parties having been heard, and the Court being of the opinion from the evidence and the proceedings in this cause that the amount to be realized from the sale of the property and assets of the bankrupt under the terms and conditions hereinafter expressed is equal to, if not greater than, the amount that would be realized from the same at a public auction sale and that it is to the best interest of this estate in bankruptcy that this decree be made and entered, no other adverse interests appearing.

It is thereupon, by the Court on this 3rd day of April 1916, considered, ordered, adjudged and decreed;

1- By authority of this Court, in this proceeding, the Trustee sells to the Committee Joshua Levering, J. William Middendorf, Hennen Jennings, H. C. Perkins, John Skelton Williams, and R. Lancaster Williams, known as the Alabama Stockholders Committee, the property and assets of every kind of the Alabama Consolidated Coal & Iron Company, a Bankrupt, and of Harry W. Coffin Trustee of said Bankrupt, on the following terms and conditions.

2- Upon delivery of the deed hereinafter described under order of this Court in this proceeding, to The Alabama Company, the corporation which said Committee is now organizing which shall be deemed and which is hereinafter called "The Purchaser" in purchase of the property hereinafter described the purchaser shall and will assume all the indebtedness secured by the three mortgage deeds of trust as hereinafter recited, subject to the terms of the said respective three deeds of trust and shall pay to the Trustee the sum of Three Hundred thousand Dollars ($300,000.00) in manner following to wit;

(a) Upon delivery of the said deed said purchasers shall pay to the First National Bank of Birmingham Alabama to the deposit credit of Harry W. Coffin as Trustee in this proceeding in cash the sum of Two hundred and twenty five thousand Dollars, ($225,000.00) which with the Twenty-five Thousand Dollars (~~$25~~ ($25,000.00) evidenced by certified check payable to the order of the Trustee now deposited with the Court makes the sum of Two hundred and fifty thousand ($250,000.00)

(b) Also upon delivery of said deed the purchasers shall pay to the deposit credit of the Trustee in this proceeding in the banking department of the Baltimore Trust Company of Baltimore Maryland, the sum of Fifty Thousand Dollars, ($50,000.00) which will

make the total sum of Three hundred thousand Dollars ($300,000.00) which amount, or so much thereof as may be necessary shall be paid out and distributed by the Trustee in the administration of this estate in bankruptcy as hereinafter directed. Provided that the amount of two hundred and fifty thousand Dollars ($250,000.00) mentioned in the preceding section hereof, lettered "a" shall be exhausted before said sum of Fifty thousand Dollars ($50,000.00) shall be drawn upon. All disbursements made by the Trustee shall be upon his check, countersigned by the Referee.

(c) And the purchasers shall upon delivery of said deed cause the claim of the Louisville and Nashville Railroad Company to be withdrawn from these proceedings in bankruptcy so that the same shall not participate in the distribution to creditors in these proceedings.

(3) The business and operation of the bankrupt is to be continued by the Trustee in the usual course under the orders of this Court as heretofore until the delivery of said deed; the purchasers by accepting such delivery in addition to the payments hereinabove mentioned accepts assumes and undertakes to pay and perform all the debts contracts and obligations of the Trustee and of the Receivers existing at the date of such delivery of which claims for wages of employees yet unpaid by the Trustee earned within the three months prior to bankruptcy amounting to Twelve hundred and sixty seven and 17/100 Dollars ($1267.17) shall be considered and treated apart. The sale shall include all money property and assets of every kind of the Alabama Consolidated Coal and Iron Company, and of the Trustee in bankruptcy of the said Company, including all cash in hand and all rights and remedies under and by virtue of any contracts made by the said Trustee, and be subject to all of the liabilities contracts and obligations of the Trustee and of the receivers duly incurred, for further security for payment of which this Court in this proceeding reserved the right on twenty days notice by the Referee to the said purchasers at its post office address care of Middendorf, Williams & Company, Baltimore, Maryland, to retake and resell at the risk of said purchaser any or all of said property upon default in payment as and when due of the said liabilities, contracts and obligations of the Trustee and of the Receivers including the Trustees certificates of indebtedness of the Trustee, aggregating at the present time one hundred thousand Dollars ($100,000.00) of principal with accrued interest. The Trustee may however pay such of his obligations as he may see fit prior to the conveyance of the property and upon delivery of the said deed for said property the purchaser will deposit with The Baltimore Trust Company, Baltimore City, Maryland, the full amount required to redeem the entire issue then outstanding of the said Trustee's certificates of indebtedness of one hundred thousand Dollars and the Trustee shall give notice to the said The Baltimore Trust Company of his election to redeem the same

(4) The three mortgage deeds of trust which were executed by the Alabama Consolidated Coal & Iron Company mentioned above are the following:

First: The first mortgage deed of trust dated May 1st 1901, executed by said Alabama Consolidated Coal and Iron Company and others to the Saint Louis Trust Company Trustee (now the Saint Louis Union Trust Company) securing an authorized total issue of five hundred thousand dollars principal of 6 per cent bonds of which amount there are now outstanding four hundred and six thousand dollars of principal the remainder having been cancelled or paid.

Second: A mortgage or deed of trust dated May 1st 1903, executed by the Alabama Consolidated Coal and Iron Company to the International Trust Company of Maryland (now the Baltimore Trust Company) Trustee securing an authorized issue of three million five hundred thousand dollars par value of five per cent bonds of which amount there are now outstanding one million six hundred and sixty three thousand dollars of principal of said bonds.

Third: A Mortgage or deed of trust dated May 1st 1908 from the Alabama Consolidated Coal and Iron Company to the Windsor Trust Company Trustee, securing an outstanding issue of the bonds face value of one million two hundred and fifty thousand with certain overdue coupons, and known as refunding or Improvement Bonds.

(5) Before delivery of the said deed the Trustee shall use and appropriate of the money in his hands as Trustee, a sum not exceeding eighty-five hundred dollars (which is excepted out of the property sold) for the payment of the following claims entitled to preference in payments:

State of New Jersey whose claim has been filed in this proceeding approximately --- $7,780.28

First National Bank of Birmingham Alabama approximately 232.80

Philip Carey Company approximately 314.12

(6) The purchase money received and to be received under this decree of sale shall under further orders of this Court in this proceeding be applied to the payment of the costs of administration in this proceeding and to the payment of provable claims now or hereafter filed within the time allowed by law, to the extent and amount that they may be now or hereafter finally allowed upon objection or other contest if interposed after appeal, review or other appellate proceedings as provided by law which objections may be made in the name of the Trustee, for the benefit of the purchaser upon the terms to be fixed by the Court and the remainder of the three hundred thousand dollars shall be applied to pay such debts and liabilities of the bankrupt which may be filed within the time allowed by law and finally allowed in this proceeding as above set forth as would have been enforceable against it save for the bankruptcy and which are technically known as unprovable claims in bankruptcy, including the claim of the Empire Coal

Company or the National Surety Company its surety. In the event that the claim filed in this cause by Dresser, Williams & Carey shall hereafter be finally allowed as set forth with respect to other claims, in any amount (as) an obligation of the bankrupt the purchaser shall and will pay to the Trustee in addition to the purchase price hereinbefore mentioned and as a part of the purchase price under this decree the amount if any, so finally allowed provided the purchase price hereinbefore mentioned is insufficient to pay all of the creditors of the estate herein provided for including the said claim of Dresser Williams & Carey, but this obligation shall extend only to the amount of such deficiency, and in default of such payment after twenty days notice by the Referee to said purchaser at its post office address as hereinbefore given, the Trustee shall have the right in order to secure and enforce payment of said amount, to retake and resell at the risk of the said purchaser, any of said property conveyed by the aforesaid deed unless the contingent liability for the said amount shall be otherwise secured to the satisfaction of the Referee. And any surplus of said purchase price remaining after the payment of all items herein provided for shall be released and returned to said purchaser upon the closing of this estate in bankruptcy.

7- It is further provided as one of the terms and provisions of this sale and purchase that the Committee shall accept subscriptions to its existing plan from all preferred stockholders of the bankrupt corporation who have not heretofore subscribed thereto and who shall within thirty days from the date of this decree, make, enter into and comply with the preferred stockholders subscription agreements the same as heretofore made by the subscribing preferred stockholders and in addition thereto pay interest at the rate of six per cent per annum on all overdue calls under said subscription agreements from the date at which similar calls under existing agreements of the same terms and conditions became due and payable. The Referee forthwith give notice of this provision relating to preferred stockholders by mailing a notice of the substance thereof to such of the said preferred stockholders as he call be able to find have not already subscribed to said plan.

8- The said Committee through its Chairman Levering, now in open Court, accepts the terms and provisions of this decree, and consents and agrees that the Trustee shall now collect the certified check for Twenty-five thousand Dollars in the hands of the Court, payable to his order which amount is to be absolutely forfeited to the Trustee as agreed liquidated damages, in the event the purchaser does not accept the said deed and make the payments herein provided to be made by it at the time of delivery of said deed which delivery shall be accepted not later than the 26th day of April 1913.

9- The said deed to be executed by the Trustee shall be a deed of conveyance by the Trustee as such to said purchaser of all

of said property, money and assets hereinbefore stipulated and provided to be sold and conveyed by said Trustee to said purchaser under the terms of this decree and to all right, title, interest and claim of the said Alabama Consolidated Coal and Iron Company in and to the same, as of the date of the adjudication of the said Company bankrupt; and also all the right, title, interest and claim of every kind in and to the same, and in and to all money, property and assets of every kind of the said Harry W. Coffin as Trustee in this proceeding hereinabove provided to be sold and transferred to said purchaser, and of all other parties to these proceedings in and to the same, but subject to all liens for taxes for the now current tax year, and subject to the lien of J. F. McDuffie in the principal sum of Seven thousand three hundred and seventy-five dollars and interest which taxes and McDuffie debt the purchaser assumes to pay. The said deed shall be in form satisfactory to and approved by the Referee in this proceeding who shall signify his satisfaction and approval thereof by his endorsement thereon to that effect and shall contain among other things the following provisions:

The express recital that the property conveyed is subject to the lien of the above described mortgages according to their respective terms and priorities as security for the bonds and other indebtedness outstanding thereunder and shall contain an express covenant whereby the purchaser by accepting said deed shall and does assume all said bonded and other indebtedness and shall agree to comply with and fulfill all the terms of said respective mortgages to the same extent as the said Alabama Consolidated Coal & Iron Company covenanted therein, and also a provision that the said property may be retaken and resold on the terms as hereinabove provided. Upon delivery of the said deed to said purchaser the Trustee shall surrender to the purchaser the property so purchased by him as hereinabove provided.

Done at Birmingham Alabama, in said District on this the 3rd day of Apr. 1913.

(Signed) N. D. Grubb.
United States District Judge.

Upon the delivery of the deed mentioned in the foregoing decree the undersigned will withdraw its claim heretofore filed in this cause so that it will not participate in the distribution to creditors in these proceedings. This April 3rd 1913.

(Signed) Louisville & Nashville Railroad Company,
By Lee C. Bradley, Attorney.

State of Alabama } A. P. Longshore Judge of Probate in and for said
Shelby County } County and State hereby certify that the foregoing deed was filed in my office for record on the 28th day of April 1913 and was duly recorded in Volume 52 of Deeds on page 117 et seq. on the 28 day of April 1913.

Given under my hand on this the 28 day of April 1913.

A. P. Longshore Judge of Probate.