State of Alabama, } Whereas, The Louisville and Nashville
Montgomery County } Rail Road Company, a Corporation created
and existing under the Laws of the State of Kentucky, heretofore
submitted an offer to the South and North Alabama Rail Road
Company, a Corporation created and existing under the laws
of the State of Alabama, for the purchase by said Louisville
and Nashville Railroad Company of all the Rail Roads, real
and personal property and assets of whatsoever character
and wheresoever located, including equipment and all
the rights, franchises and privileges of the South and
North Alabama Railroad Company (except its franchise to
be or to continue to exist as a Corporation) which offer
was duly authorized to be made by a resolution duly
adopted by the Stockholders of the Louisville and Nashville
Rail Road Company at their Annual Meeting assembled
in the City of Louisville Kentucky, on the first day of
October, 1913, as follows to-wit:
Resolved, That the Louisville and Nashville Rail Road
Company hereby makes the following offer to the South
and North Alabama Rail Road Company, to-wit:
The Louisville and Nashville Rail Road Company offers
to purchase all of the South and North Alabama Railroad
Company's Railroads, real and personal property and as-
sets of whatsoever character and wheresoever located, includ-
ing equipment and all its rights, franchises and privileges
(except its franchise to be or to continue to exist as a
Corporation) for and in consideration of the assumption
by the Louisville and Nashville Railroad Company of all
the duties and obligations which could or can be
lawfully required of the South and North Alabama
Rail Road Company as a Common Carrier, Also the as-
sumption of the payment of all the said Company's
bonded indebtedness, including both principal and
interest as they mature, under both existing Mortgages
and any Mortgages which shall be hereafter executed by
the South and North Alabama Rail Road Company prior
to the consummation of the said proposed purchase, and the
assumption of all other indebtedness of the said Company
owing by contract with any person, firm or Corporation,
or on account of any injury to person or damage

to property, and all indebtedness of any other character whatsoever; and for the further consideration of the release and acquittance by the Louisville and Nashville Railroad Company of all its rights and claims to any and all accumulated dividends or interest at the rate of six (6%) per cent per annum upon the preferred stock owned and held by the latter Company in the South and North Alabama Railroad Company of the par value of Two Million Dollars ($2.000.000.00) for which the South and North Alabama Railroad Company has become liable or that may have accrued and become payable to the Louisville and Nashville Railroad Company heretofore, out of net earnings, if any, since October 1, 1913."

And Whereas at the regular annual meeting of the stockholders of the South and North Alabama Railroad Company held at the principal office of the Company No. 10 Commerce Street, in the City of Montgomery, Alabama, on the 29th day of November, 1913, the said offer of the Louisville and Nashville Railroad Company and the said resolutions of its stockholders was duly submitted and acted upon by the stockholders of the South and North Alabama Railroad Company at said annual meeting assembled, notice having been given to each stockholder of the South and North Alabama Railroad Company of the purpose to submit said offer for action by the stockholders at said meeting thirty days prior to said meeting by letter properly addressed postage prepaid and deposited in the Post Office at Montgomery, Alabama and by publication daily for thirty consecutive days in the Montgomery Advertiser, a newspaper of general circulation published in the City of Montgomery, Alabama; and

Whereas the South and North Alabama Railroad Company accepted the said offer of the Louisville and Nashville Railroad Company by a resolution of the stockholders of the South and North Alabama Railroad Company at said annual meeting assembled duly adopted by the affirmative vote of the persons holding the larger amount in value of the capital stock of said Company present and voting at said meeting as follows, to-wit:

Be it Resolved —

"That the said offer of the Louisville and Nashville

Railroad Company for the purchase of the said railroad property rights, franchises and privileges of this Company be and is hereby accepted; and that the South and North Alabama Railroad, its lateral lines and branches, and all the property, rights, franchises and privileges of the South and North Alabama Railroad Company be and hereby are sold to the Louisville and Nashville Railroad Company for the Consideration stated in the said offer of the Louisville and Nashville Railroad Company subject to all existing mortgages and other liens on the property of the South and North Alabama Railroad Company prior to and at the time of the consummation of said purchase and sale by deed of conveyance as aforesaid.

II.

"That the President of this Company be and hereby is authorized and directed to cause a Deed of Conveyance to be duly executed in the name of the South and North Alabama Railroad Company by the President of the Company, and attested by the Secretary, under the Corporate Seal of the Company, conveying to the Louisville and Nashville Railroad Company the railroads, lateral lines and branches, and all the property, rights, franchises and privileges of the South and North Alabama Railroad Company (except its franchise to be or to continue to exist as a Corporation), for the Consideration named in the said offer of the Louisville and Nashville Railroad Company, which Consideration shall be stated in said deed, together with a statement that the conveyance is subject to all existing mortgages and liens on the property of the South and North Alabama Railroad Company; and shall cause said deed and all the property of the South and North Alabama Railroad Company to be duly delivered to the said Louisville and Nashville Railroad Company, at any time after the Second Consolidated Mortgage, this day authorized by the Stockholders of this Company to be executed shall have been duly executed and recorded."

And Whereas, The Railroad lines of the South and North Alabama Railroad Company connect with the lines of the Louisville and Nashville Railroad Company at

Decatur Alabama and Montgomery Alabama and forms an important link in the lines of the Louisville and Nashville Railroad Company between St Louis, Missouri Nashville Tennessee Louisville Kentucky, and Cincinnati Ohio on the North and Mobile Alabama, New Orleans Louisiana and Pensacola Florida on the South and the South and North Alabama Railroad Company has authority by virtue of and under Sections 3499 and 3498 of the Code of Alabama of 1907 to sell its said Railroads, property franchises and rights to the Louisville and Nashville Railroad Company:

Now therefore this Indenture made and entered into by and between the said South and North Alabama Railroad Company, a Corporation as aforesaid, as party of the first part and the Louisville and Nashville Railroad Company a Corporation as aforesaid, as party of the second part, on this the 21st day of January 1914, Witnesseth:

That for and in Consideration of the premises and of the assumption by the party of the second part of all the duties and obligations which could or can be lawfully required of the party of the first part as a common carrier; also the assumption of the payment of all the bonded indebtedness, including both principal and interest as they mature, under all existing mortgages of the party of the first part, and the assumption of all other indebtedness of the party of the first part owing by contract with any person, firm or corporation or on account of any injury to person or damage to property and all indebtedness of any other character whatsoever; and for the further consideration of the release and acquittance by the party of the second part of all its rights and claim to any and all accumulated dividends or interest at the rate of six (6%) per cent per annum upon the preferred stock owned and held by the party of the second part in the party of the first part of the par value of Two Million Dollars ($2,000,000.00) for which the party of the first part has become liable or that may have accrued and become payable to the party of the second part heretofore out of net earnings if any since October 1, 1873; and for the further consideration of the sum of Ten Dollars ($10.00) to the party of the first part paid

by the party of the second part the receipt whereof is hereby acknowledged, the party of the first has granted, bargained, sold, aliened, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the party of the second part, its successors and assigns forever, all of the following described property rights and franchises, to-wit:

All and singular the Railways owned by the party of the first part, as the same now exist, consisting of the following lines and branches, to-wit:

The line of Railway extending from Decatur Alabama through Birmingham, to Montgomery Alabama, a distance of 182.7 miles, more or less, and also all branch or lateral lines of Railway of the party of the first part, extending from the above mentioned line or connecting therewith, all of which lines may be described in detail as follows:

From Hoyelaland to Eh Vista a total of 0.98 of a mile; from Dedoria to Indio, a total of 2.95 miles; from Helena to Acton a total of 7.6 miles and from Elmore to Wetumpka a total of 6.23 miles; all of said Railroads and railroads properties being situated in the Counties of Montgomery, Elmore, Autauga, Chilton, Shelby, Jefferson, Blount, Cullman and Morgan in the State of Ala.;

Also all the right, title and interest of the party of the first part, in and to any and all lines of Railway which it operates under leases, and all its right, title and interest of, in and to all lines of Railway and property which it holds, operates or uses under trackage agreement or joint leases, and also all other Railways and all real estate and tangible property of every kind now owned by the party of the first part and used or intended to be used in connection with any of its Railways now owned, leased or operated;

Together with all the following classes of property now owned or held by the party of the first part for use upon or for the purposes of the herein before described Railways and property or any thereof, namely:

(a) All the Roadbed, rights of way, station grounds, railroad yards, terminal grounds, and all other land lands under water, docks, wharves, riparian rights, all tracks, spurs, branches, side tracks, bridges, viaducts, culverts, fences, Depots, station

houses, elevators, roundhouses, engine houses, car houses, wood houses, machine shops and other shops, and all other buildings or structures;
(b) All locomotives, engines, tenders, cars and other rolling stock and equipments of every kind;
(c) All rails, ties, tools, implements, machinery, wood, coal, oil, fuel and other supplies;
(d) All the rights, powers, privileges, immunities and franchises connected with or relating to said Railways, or to the construction, maintenance, use or operation thereof; all letters patent, grants, leaseholds, leases, rights, underleases, terms, trackage agreements, contracts, easements, and all and singular the tenements, hereditaments and appurtenances to the said premises belonging
And also the lands owned by the party of the first part in fee simple, including surface rights, mineral rights and gas and oil rights of every kind and description, situated in the Counties of Blount, Chilton, Coosa, Cullman, Elmore, Jefferson, Lawrence, Morgan and Walker - all in the State of Alabama.
Also all other property, real and personal of any kind or character whatsoever or wheresoever located, now belonging to the party of the first part or to which it is entitled, and all the rights, franchises and privileges of the party of the first part (except its right or franchise to be or to continue to exist as a Corporation);
To have and to hold unto the party of the second part, its successors and assigns forever, all the aforegranted premises, together with all rights, tenements, hereditaments, appurtenances and privileges thereunto belonging or in any wise appertaining; subject however to the liens of all existing mortgages on the same.
And the party of the first part covenants with the party of the second part that it is seized of an indefeasible title in fee simple in and to the said premises; that it has a good and lawful right to sell and convey the same subject to said liens of existing mortgages; and that the premises in the quiet and peaceable possession of the party of the second part, its successors and assigns, the party of the first part shall and will warrant and defend

these presents forever defend against the lawful claims of all persons whomsoever except the owners and holders of said existing Mortgage liens.

In Testimony Whereof, the party of the first part has caused its Name to be hereunto subscribed by its President and its Corporate seal to be hereunto affixed, and attested by its Secretary this 21st day of January, 1914.

South and North Alabama Railroad Company

Attest: By Milton H. Smith -

John T. Walker Secretary. President.

(Seal)

State of Alabama } I, J. A. Ledbetter, a Notary
Montgomery County } Public in and for said County in said State hereby certify that Milton H. Smith and John T. Walker, whose names as President and Secretary respectively, of the South and North Alabama Railroad Company, a Corporation, are signed to the foregoing Conveyance, and who are known to me acknowledged before me on this day that, being informed of the contents of the Conveyance they, as such officers and with full authority executed the same voluntarily for and as the act and deed of the said Corporation.

And the said Walker, whose name is signed to said Conveyance as Secretary of said South and North Alabama Railroad Company, being duly sworn, further acknowledged, declared and said that he knows the Corporate seal of said Corporation; that the seal affixed to said Conveyance is the genuine Corporate seal of said Corporation; that said seal was thereto affixed by him as such Secretary by authority of the Board of Directors of said Corporation.

Given under my hand and seal of office this 24th day of Jany 1914.
My Commission expires on the 26th day of March, 1917.

J. A. Ledbetter.
Notary Public, Montgomery Co. Ala.

State of Alabama } Office of the Judge of Probate.
Shelby County. } I hereby certify that the within deed of Conveyance was filed in this office for record on the 10th day of Febry 1914, at 11 o clock, A. M. and duly recorded in Book No 54, of Deeds Page 400 and examined.

H. P. Longshore
Judge of Probate