State of Alabama, } This Indenture made the 30th day
Jefferson County } of December, 1918; by and between
American Trust & Savings Bank as Trustee (hereinafter called the Trustee) party of the first part, and
C. C. Bowman of Pittsburgh Pennsylvania (hereinafter called

the Grantee, party of the second part,

Witnesseth:

Whereas, heretofore, to-wit: the first day of February, 1911, the Bessemer Coal, Iron and Land Company (hereinafter called the Company), did execute and deliver to the American Trust & Savings Bank, as Trustee, its certain Mortgage securing an aggregate principal amount of Three Hundred and Fifty Thousand ($350,000.00) Dollars of the Company's First Mortgage Six per Centum Bonds, which said mortgage is dated February 1st, 1911, and is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 92 at pages 208 et seq. and is recorded in the Office of the Judge of Probate of Bibb County, Alabama, in Mortgage Book 15 at pages 300 et seq. and, which said Mortgage covered, among other property, the properties and property interests hereinafter referred to and described; and,

Whereas, the Company has sold and conveyed to the Grantee by deed of even date herewith the Black Seam of Coal on the property hereinafter particularly described together with the rights, privileges and easements particularly set out in said deed and upon the covenants therein set forth, and has also granted to the Grantee, by lease of even date herewith, a leasehold estate in all other seams of Coal on said property hereinafter particularly described except that seam, when the same lies in, under or upon said lands, which is now being worked on nearby lands by the Gallaway Coal Company at or near Gardiner, Alabama, together with the rights, privileges and easements particularly set out in said lease and upon and subject to the covenants and conditions therein set forth; and,

Whereas, there has been paid to the Trustee under and pursuant to the terms and provisions of Article Fourth of said mortgage dated Feby 1st 1911, the total cash purchase price of said property and leasehold estate so sold, granted and conveyed to the Grantee by the Company, save only the rentals provided by the terms of said lease to be reserved in addition to the cash consideration so paid by the Grantee on account of the leasehold estate so granted

and as to such rentals said lease provides for the payment thereof to the Trustee until such time as the indebtedness secured by said mortgage dated February 1st, 1911, shall have been paid or discharged and said mortgage shall have been satisfied of record; and

Whereas, there has been delivered to the Trustee by the Company duly certified copies of resolutions of the Board of Directors of the Company authorizing the execution and delivery of said deed and lease and requesting the Trustee to execute and deliver to the Grantee this instrument of release and consent; and,

Whereas, the cash payment already deposited with the Trustee as the present consideration for said deed and lease is in excess of the amount provided by Article Fourth of said mortgage as the minimum amount at which the property and property interests covered by said deed and lease may be sold by the Company and by the Trustee released from the lien of said mortgage;

Now, therefore, in consideration of the premises and of the sum of One ($1.00) dollar to the Trustee duly paid by the Grantee, receipt whereof is hereby acknowledged, the Trustee does hereby remise, release, quit-claim and convey unto the Grantee his heirs, executors, administrators and assigns said Black Diamond Coal and the leasehold estate described in said lease in said other seams of coal on (1): The following described lands situate, lying and being in Shelby County Alabama to-wit;

Northeast Quarter of Southeast Quarter (NE¼ of SE¼) of Section Four; South half (S½) and Southeast Quarter of Northeast Quarter (S.E¼ of N.E¼) of Section Nine (9); West half of North West Quarter (W½ of N.W¼), Northeast Quarter of Northwest Quarter (N.E¼ of N.W¼); and Southwest Quarter of Southwest Quarter (S.W¼ of S.W¼) of Section Ten (10), all in Township Twenty-two (22) Range Four (4) West;

(2), on the following described lands situate, lying and being in Bibb County Alabama, to-wit;

Northeast Quarter (N.E¼); East half of Northwest Quarter (E½ of N.W¼); Southwest Quarter of Northwest Quarter (S.W¼ of N.W¼); East half of South West Quarter (E½ of S.W¼); West half of Southeast Quarter (W½ of S.E¼) of Section Eight (8)

all in Township Twenty two (22) Range Four (4) West, together with the rights, privileges and easements described in said deed and lease, and consents to the execution and delivery of said lease granting such leasehold estate.
To have and to hold unto the Grantee, his heirs, executors, administrators and assigns in fee simple forever.
It being the intention hereof to release from the lien, operation and effect of said mortgage, dated February 1st, 1911, all of the property and property interests described in said deed and the leasehold interests in all of the property and property interests described in said lease, all conditions with respect to such release having been fully complied with by the Company.
In Witness Whereof, the American Trust & Savings Bank as Trustee, as aforesaid, has caused this Instrument to be executed in its Corporate Name by its President and its Corporate Seal to be hereunto affixed and attested by its Secretary, all the day and year first above written.

Corp Seal

Attest: American Trust & Savings Bank, as Trustee,
C. M. Williamson Secty } By H. H. Crawford - President

State of Alabama, } I, H. H. K. Jefferson a Notary Public
Jefferson County } in and for said County in said State, hereby certify that H. H. Crawford whose name as President and C. M. Williamson whose name as Secretary respectively of the American Trust & Savings Bank, 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 said Conveyance, 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, this 30th day of December 1915.

Seal

H. H. K. Jefferson, Notary Public.

The State of Alabama, } I hereby certify that the within
Shelby County. } Release was filed in this office for record January 12th 1916, at 2 o'clock P.M. and recorded in Deed Record 58 pages 334-337 examined,

J. P. Langston
Judge of Probate