

#451

SIBLEY BRICK COMPANY, BANKRUPT, BY TRUSTEE, to
BIRMINGHAM CLAY PRODUCTS COMPANY

THIS INDENTURE, made and entered into this 11th day of December, 1917, by and between Oscar Wells, as Trustee in Bankruptcy of the Sibley Brick Company, Bankrupt, (herein-after called the Grantor), party of the first part, and BIRMINGHAM CLAY PRODUCTS COMPANY, a corporation, organized under the laws of the State of Alabama, (hereinafter called the Grantee), party of the second part, WITNESSETH: WHEREAS, on the 10th day of November, 1917, in the proceeding in the District Court of the United States for the Southern Division of the Northern District of Alabama, entitled "In the Matter of Sibley Brick Company, Bankrupt, in Bankruptcy, No. 15, 730", the Hon Edmund H. Dryer, United States Referee in Bankruptcy, did make and enter an order of sale of the property hereinafter described and conveyed hereby; and WHEREAS, notice of said sale was duly given, all in the manner and at the time prescribed and ordered in said order of sale; and, WHEREAS, pursuant to said order of sale, the grantor did on the 23rd day of November, 1917, offer the property by said order of sale order to be sold at public, outcry before the Second Avenue entrance of the United States Government Building, in Birmingham, Alabama, at 12:00 o'clock, noon, subject to confirmation by the Court, and at said sale Adolph Katz, as Trustee, did qualify as a bidder by depositing with the grantor a certified check for \$4,000.00, and was the highest best bidder for the property offered for sale, at and for the sum of Seventy Five Thousand (\$75,000.00) Dollars; and, WHEREAS, the grantor did duly make and file a report of said sale with said Court of the 24th day of November, 1917, and upon the making and filing of said report, said Hon. Edmund H. Dryer did make and enter an order confirming said sale, a true copy of which is hereto attached marked Exhibit "A" and, WHEREAS, Said Adolph Katz, as Trustee, has fully complied with the terms of his bid and of said order of sale and the confirmation thereof, and has paid the total purchase price bidden, by the payment of said certified check for Four Thousand (\$4,000) Dollars, and the submission to said Court of all of the outstanding bonds of the Sibley-Menge Brick & Coal Company, Inc., described a mortgage between said Sibley-menge Brick & Coal Company, Inc., and the Birmingham Trust & Savings Company, as Trustee, dated January 31, 1911, and recorded among other places in the office of the Probate Judge of Jefferson County Alabama, in Volume 622 of Mortgages, at page 354, and each and every thing has been done which is required to be done to entitled said purchaser to a deed of conveyance of the property so sold; and, WHEREAS, said purchaser was in said purchase seting for and on behalf of the holders of said bonds, and the Grantee has been organized at the instance of said purchaser for and on behalf of the holders of said bonds, and said purchaser has requested the Grantor to deed the property purchased by him direct to the grantee, and said Referee has duly approved such requested action; and, WHEREAS, this deed of conveyance has been duly submitted to the said Hon. Edmund H. Dryer, the Referee in Bankruptcy, in said proceeding in bankruptcy, and its form is satisfactory to, and is approved by, him as will appear by his endorsement hereon to that effect, and the said Oscar Wells, Trustee as aforesaid, is duly authorized by said orders to execute and deliver this deed.

NOW, THEREFORE, In consideration of the premises and of the payment of the purchase price bidden at said sale to the Grantor by said Adolph Katz, as Trustee, all as provided in said order of sale and order confirming said sale, and of the assumption by the Grantee of State and County taxes upon the Property hereby conveyed for the years 1917 and 1918, the Grantor does hereby grant, bargain, sell, convey, transfer, assign and set over unto the Grantee, but without warranty of any kind, either express or implied, the following described property, viz:- The following described lands lying and situate in the County of Jefferson, State of Alabama, to wit:- NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, Township 14, Range 2, West, and part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 14, Range 3, West, as described in deed from Thomas J. McKenzie and wife to W.L. Sibley, and the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 14, Range 3 West, being in all 130 acres, Also that part of the two (2) acre lot in the southwest corner of the Southeast quarter of the Southwest quarter of Section seven (7),

Township fourteen (14), South of Range two (2), West; comencing at the southwest corner of said southeast quarter of southwest quarter, and running North to Warrior and Coaldale Road; thence East along said road seventy (70) yards; thence South to the Section line; thence west along said line to the beginning point, together with all houses and improvements thereon; Also beginning at a point on the section line 210 feet east of the southwest corner of southeast quarter of southwest quarter of Section seven (7), Township fourteen (14), South Range two (2), West; thence running north 258.4 feet to Coaldale and Warrior public road; thence east along said public road 167 feet; thence south 258.4 feet to said section line; thence west along said Section 167 feet to the point of beginning. This latter being the lot formerly conveyed by J.M. Brown to Burrell Smith, February 18th, 1888, by deed recorded in the Probate Office of Jefferson County, May 22nd, 1903, Vol. 332, page 535, containing one acre more or less; Also house and lot described as follows: Beginning at a point on the north side of coaldale and Warrior Road 210 feet east of the Western boundary of southeast quarter of southwest quarter of Section seven (7), Township fourteen (14), Range two (2), West, and 281.4 feet north of the southern boundary line of Section seven (7) Township fourteen (14), Range two (2) West, and running north 141.6 feet; thence east 167 feet; thence south 141.6 feet to the said Coaldale and Warrior Road; thence west along said Coaldale and Warrior road 167 feet to point of beginning, being the property formerly conveyed by W.H. Mayfield and wife to J.M. Brown, November 10th, 1900, by deed duly recorded in Vol. 332, Page 569 of the Probate records of Jefferson County, Alabama, containing 3/4 of an acre more or less; also the following tract of land; Beginning at the southeast corner of southeast quarter of southwest quarter of Section seven (7), Township fourteen (14) Range Two (2) West, and running west along said Section line 636 feet; thence north 210 feet; thence east 636 feet to the eastern boundary of said quarter section; thence south along said eastern boundary 210 feet to the point of beginning, containing three acres more or less, being part of the property conveyed by J.M. Brown to W.M. Hill, November 9th, 1894 by deed recorded in Vol. 331, page 93 of the Probate Records of Jefferson County, Alabama, all minerals excepted. Also, the northeast quarter of Southwest quarter of Section eight (8), Township fourteen (14), Range Two (2) West, less ten (10) acres in the northeast corner of said tract containing altogether thirty (30) acres, together with all timber, stone and water thereon, but the mineral rights are excepted, having been conveyed to other parties heretofore. Also, the southwest quarter of the southwest quarter section eight (8), Township fourteen (14), Range Two West, excepting the mineral rights heretofore conveyed to the Warrior Coal & Coke Company, but includes all timber and rights of way for roads, treamways and railroads. Also, all that part of the southwest quarter of southeast quarter, and southeast quarter southwest quarter of Section eight (8), Township fourteen (14), Range two (2), West, lying west and north of the Locust Fork of the Warrior River, excepting a two-thirds interest in the minerals and mineral rights owned by the Greenes, being in all eighty (80) acres of surface rights, and one-third interest in forty (40) acres of mineral rights. Also, the east half of the northwest quarter and the southwest quarter of the north-west quarter, and the northeast quarter of the southwest quarter of Section seventeen (17), Township fourteen (14), South, Range two (2) West, containing 160 acres more or less, together with all houses and appurtenances thereunto belonging. Also all the coal, iron ore and other minerals in, under and upon the following described parcels of land to wit:

The southeast quarter of the southwest quarter and the east half of the west half of the southwest quarter, and the northwest quarter of northwest quarter of Section seventeen (17) Township fourteen (14) Range Two (2) West, containing 120 acres, more or less, together with all and singular the right of way for railways, tram-ways and road ways of any description over the same for the necessary or convenient transportation of said coal, iron ore, lime rock and other minerals from the said lands, or any contiguous or adjacent land owned, operated or worked by the Sibley-Menge Brick & Coal Company, Inc., its successors or assigns. Also, the right of way over and through the east half of the east half of Section seven (7) and Southwest quarter of Southwest quarter of Section eight (8), both in Township fourteen (14), Range Two

(2) West, which said right of way was conveyed to the Sibley-Menge Brick & Coal Company, Inc., by Jane E. Sibley by deed duly recorded in Vol. 452, Page 141 of the Probate Records of Jefferson County, Alabama. All the foregoing described lands being in Jefferson County, Alabama. Also, the following described property situated in Shelby County, Alabama, to wit: The Northwest Quarter of southwest Quarter of section twenty six (26), Township twenty (20), South, of Range three (3) West lying and situate in the County of Shelby, State of Alabama, and being the same lands which were conveyed to Sibley-Menge Brick & Coal Company, Inc., by R.E. Bowden and wife by deed duly recorded; also being at a point on the line of Mrs. L.C. O'Barr more particularly described as follows: South 25 degrees 11 minutes west for a distance of 21.55 feet from the center of a post oak, and north 83 degrees 45 minutes west for a distance of 23.4 feet from the center of a large pine tree, the intersection of these two lines being the point of beginning; thence north 3 degrees 10 minutes west for a distance of 145.45 feet to a hub; thence south 9 degrees 33 minutes west for a distance of 734.45 feet to a hub; thence south 78 degrees 31 minutes east for a distance of 315.8 feet to a hub; thence north 3 degrees 10 minutes west for a distance of 157 feet to a hub, being the point of beginning, situated in the northwest quarter of section thirty five (35), Township twenty (20), Range three (3) West, in Shelby County, Alabama. Also, the following described property situated in Blount County, Alabama, to wit: All that part of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ lying South of the right of way of the Linton Branch Railroad. The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 14, Range 3 West, being 95 acres all in Blount County, Alabama. Also beginning at the southeast corner of the southwest quarter of the northeast quarter of Section six (6), Township fourteen (14), South of Range Two (2) West, of Huntsville Meridian; thence north along the eastern boundary line of the said forty, two hundred and seventy-eight and five tenths (278.5) feet to a point; thence south eighty three degrees and fifty minutes (83 deg. 50') west one hundred and seven-six (176) feet; thence north 89 degrees and 20 minutes West two hundred and twenty-three (223) feet; thence south 87 degrees and 15 minutes west three hundred and nineteen (319) feet; thence south sixty one degrees and twenty minutes west, one hundred and seventy (170) feet; thence south 64 degrees and 20 minutes west four hundred and eighty five (495) feet to the southwest corner of the said forty; thence east along the southern boundary line of said forty to the point of beginning also all of the northwest quarter of the southeast quarter of said Section six (6) lying north and west of McAnnally Creek; also, all of the northeast quarter of the southwest quarter of said Section six (6); also, beginning at the center of McAnnally Creek, where the same crosses the northern boundary line of the southwest quarter of the southeast quarter of said Section six (6); thence down the said McAnnally Creek to the fork of confluence with Linton Creek; thence from the center of said confluence of said creeks, south 81 degrees and 45 minutes west three hundred and thirteen (313) feet; thence north 83 degrees and 53 minutes west two hundred and fifty six and three tenths (255.3) feet; thence south 83 degrees and one minute west one hundred and twenty-two and two tenths (122.2) feet; thence south 47 degrees and 59 minutes west one hundred and thirty and five tenths (130.5) feet; thence south 73 degrees and 30 minutes west four hundred and sixteen and two tenths (416.2) feet; thence south 71 degrees and 51 minutes west, three hundred and five (305) feet; thence south 81 degrees and 27 minutes west eighty eight feet (88 ft) to the western boundary line of the southeast quarter of the southwest quarter of said Section six (6); thence north along the western boundary line of said last mentioned forty to the northwest corner of said last mentioned forty; thence east along the northern boundary line of the south half of the south half of said Section to the point of beginning, and being the same lands conveyed to the Sibley-Menge Brick & Coal Company, Inc., by John W. Sibley and Willie C. Sibley, his wife, by deed duly recorded; also the southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of Section one (1), Township fourteen (14), Range three (3) West, excepting from this last described tract the rights owned by the South & North Alabama Railroad Company on said tract, and being the same lands which were conveyed to the Sibley-Menge Press Brick Company by John Labore and wife by deed duly recorded;

also the northwest quarter of the southwest quarter of Section six (6), Township fourteen (14) south of Range two (2) West, being the same lands conveyed to the Sibley-Menge Brick & Coal Company, Inc., —By W. Langley Sibley, an unmarried man, at the date of said conveyance, by deed duly recorded. Also, all the coal, iron ore and other mineral in under and upon the following described lands: The southwest quarter of the southeast quarter of Section five (5), Township fourteen (14), South, Range two (2) West, except right of way or easement fifty (50) feet wide on each side of center line of a railroad now located or to be located on the above lands by the Louisville & Nashville Railroad Company or its assigns, together with all the rights conveyed in and by that certain deed of Jan 4. Sibley to Sibley Brothers Coal Company recorded in Vol. 17, Page 212, of the Probate Records of Blount County, Alabama. Also, forty (40) acre more or less, described in U.S. Land Surveys as follows: Township fourteen South, Range two (2), West, the southeast quarter of the southwest quarter of Section five (5), Township fourteen (14), South, Range Two (2), West, together with seven one story gravel roof dwellings and all other improvements or appurtenances upon or about said premises, except right of way or easement fifty (50) feet wide on each side of center line of a railroad as now located or to be located by or for the Louisville & Nashville Railroad Company or its assigns. Also the southwest quarter of the northwest quarter and three (3) acres, more or less, in the south part of the North East Quarter of the northwest quarter, as deeded to Thomas Jones by Mary Hogeland, and said deed is on the records of Blount County, Alabama. All of said lands being in Section six (6), Township fourteen (14), South of Range Two (2), West, containing in all forty-three (43) acres, more or less. Also the following described property: The west half of the northwest $\frac{1}{4}$ of the North west $\frac{1}{4}$ of Section twelve (12) Township fourteen (14), Range three (3) West, being in all one hundred and fifteen (115) acres, situated in Blount County, State of Alabama, also, the north west $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section seven (7), township fourteen (14), Range two (2), west, and part of the north east $\frac{1}{4}$ of the north east $\frac{1}{4}$ of Section twelve (12), Township fourteen (14), Range three (3), west as follows:— Commencing in the Northeast corner of the said forty, and running west with said line sixty (60) rods, thence south eighty (80) rods to the line; thence east with the line sixty (60) rods to the corner; thence north with the line eighty (80) rods to the point of beginning, containing seventy (70) acres, more or less; also, the surface right only to the North east $\frac{1}{4}$ of the North west $\frac{1}{4}$ Section seven (7), Range Two (2), West, forty (40) acres more or less; all of the least described tracts being situated in Jefferson County, State of Alabama; also, an undivided half interest in the south east $\frac{1}{4}$ of the south east $\frac{1}{4}$ and the south west $\frac{1}{4}$ of the south east $\frac{1}{4}$ of Section one (1), Township fourteen (14), Range three (3) West, being in all eighty (80) acres, more or less, situated in Blount County, Alabama; Together with all the physical assets, plant, equipment and property of the said Sibley Brick Company, Bankrupt, and of said estate in bankruptcy, except the railroad and rights of way, land easements and franchises which are appendant and appertinent to, and which constitute a part of the said railroad and the use and operation thereof; and except also Lot No. 10 in Block No. 8, according to the Map and Survey of the property of Corey Land Company known as the First Subdivision of Corey, as recorded in Volume 8 of Maps Pages 33 and 34, in the office of the Judge of Probate of Jefferson County, Alabama; and excepting also all live stock commissary and other mixed supplies, brick, cash on hand in bank, accounts, claims, demands choses in action, and bills receivable of said Sibley Brick Company, Bankrupt, and of said estate in bankruptcy; TO HAVE AND TO HOLD Unto the Grantee, his heirs, executors, administrators and assigns, forever. IN WITNESS WHEREOF, the Grantor, as said Trustee in Bankruptcy, has hereunto set his hand and seal, and the said Edmund H. Dryer, has hereon endorsed his approval and authorization, this 11th. day of December, 1917.

(I.R. \$75.00)

Oscar Wells, (L.S.)
As Trustee in Bankruptcy of
Sibley Brick Company, Bankrupt.

WITNESS:
Thomas Hopkins,
J.K. Flemming,

STATE OF ALABAMA

JEFFERSON COUNTY

I, J.W. Nall, Jr., a Notary Public in and for the State and County aforesaid, hereby certify that Oscar Wells, whose name as Trustee in Bankruptcy of the Sibley Brick Company, Bankrupt, is signed to the foregoing conveyance, and who is known to me, and who is known to me, to be such Trustee, acknowledged before me on this day, that, being informed of the contents of said conveyance, he, as such Trustee, executed the same voluntarily, on the day the same bears date. In witness whereof, I hereto set my official hand and seal of office, this 11th, day of December, 1917.

(N.P. SEAL)

J.W. Nall, Jr., Notary Public

I hereby certify that the foregoing deed is in from satisfactory to, and is approved by, the undersigned, Edmund H. Dryer, Referee in Bankruptcy, and its execution is hereby authorized, this, the 11th, day of December, 1917.

Edmund H. Dryer, Referee in Bankruptcy

COPY

EXHIBIT "A"

IN THE DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF ALABAMA, SOUTHERN DIVISION.

In Re

SIBLEY BRICK COMPANY

IN BANKRUPTCY.

NO. 15, 730

BANKRUPT

At Birmingham, in said District, on the 23d day of November, 1917, before Edmund H. Dryer, Referee in Bankruptcy; Comes the Trustee, Oscar Wells, and makes his report of sale, this day made in obedience to and in compliances with the order of sale made and entered in this proceeding November 10, 1917, and it appearing and being shown to the satisfaction of the court that Adolph Katz, as Trustee, was the highest and best bidder therefor at the sum of, to wit, seventy five thousand dollars, which was the upset price fixed by the court, and that is not probable nor likely that any better price could be obtained for the said sale were not confirmed and a re-sale ordered; and it further appearing that the said purchaser him paid to the trustee in this proceeding the sum of four thousand dollars, as required by the order of sale, and is ready, able and willing to comply with the said order of sale and terms of purchase, by paying additional cash, if necessary, and by turning in to the court the outstanding bonds and coupons described in said order of sale, to the end that endorsement of credit may be made thereon of the dividend value of each of said bonds and accrued interest, and by waiving and relinquishing for profit and allowance in this proceeding the excess over still then remaining unpaid upon said bonds and interest; It is thereupon upon motion of the said Adolph Katz, as such Trustee, the purchaser, and said trustee in bankruptcy in this proceeding, Oscar Wells, no opposition being made thereto and no other adverse interest appearing By THE COURT CONSIDERED AND ORDERED as follows:

1. That the said sale of the said trustee in bankruptcy to the said Adolph Katz, as Trustee, purchaser of the property and assets of the bankrupt estate, ordered to be sold in the said order of sale, free from all liens and incumbrances, except for taxes for the years 1917 and 1918, which taxes are assumed by the purchaser, is hereby in all things ratified and confirmed. 2. The said Adolph Katz, as trustee, will pay all such additional cash as may be necessary and will deliver to the referee of this court in this proceeding the said outstanding bonds and coupons for the purpose of and to the end that the said referee may endorse on each of the said bonds the application as a credit thereon of its net part or portion of the proceeds of the said sale of the said property covered by the said mortgage or trust deed, and when the said bonds shall have been so delivered to the said referee for such purpose and such credits regularly endorsed thereon, the said trustee in bankruptcy will execute to the said Adolph Katz, as such trustee, a deed and transfer of the said lands and other property so sold to and purchased by the said Adolph Katz, as such trustee. 3. Thereupon the said referee in this proceeding will deliver back the said bonds, so credited with such net proceeds of the purchase price, but the balances then remaining unpaid upon any of the bonds and coupons described in said order of sale, being all the said bonds and coupons now outstanding, do not and shall not constitute a provable claim or claims in any amount in this proceeding or against this estate in bankruptcy, nor shall the holder or owner of such

bonds or of any of them for or on account of such balance be entitled to share in the distribution of the proceeds of the said sale or any of the other assets or property of this estate in bankruptcy. 4. The said deed and transfer shall be authenticated by the endorsement thereon of the approval of the form and contents thereof by the referee in this bankruptcy proceeding.

(SIGNED)

EDMUND H. DRYER,
REFEREE IN BANKRUPTCY.

A COPY TO G.W. Yancey, Esq.,
Oscar Wells, Trustee, Tillman, Bradley & Morrow; and,
Percy, Benner & Burr.

Filed in office for record Dec., 14th 1917 and duly recorded in Vol. 908, Record of Deeds, page 175, this the 17th day of Dec. 1917.

J.P. Stiles, Judge of Probate

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Filed in the office of the Probate Judge on the 22nd day of November, 1948 at 2 o'clock P.M. and recorded in the Deed record 136 on page 105 on this the 23rd day of November, 1948.

H.C. Walker,
Judge of Probate

*
THE STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned as Judge of the Court of Probate in and for said County, in said State, hereby certify that the foregoing contains a full and correct copy of the Deed From Oscar Wells as Trs. to Birmingham Claf Products Company with the filing of same as appears of record in this office in Vol 908 Record of Deeds on page 175.

Given under my hand and official seal, this the 25th day of October, 1948.

Tom C. Garner,
Judge of Probate

(SEAL)

No tax due on this instrument