

by, from or under them or either of them. And whereas the said Atlanta & Richmond Air Line Railway Company still being in default in the payment of the interest accrued upon all of the said four thousand two hundred and forty eight bonds from the first day of July eighteen hundred and seventy three, the said parties hereto of the first part (having been thereto duly requested by some of the bondholders secured by the said deed of trust, who were parties to the said cause pending before the Circuit Court of the United States, for the Northern District of Georgia) did, under and in pursuance of the power and authority contained in the said deed of trust, and in compliance with the directions in that behalf contained in the said decree of the Circuit Court of the United States for the Northern District of Georgia, and in compliance, also, with the said confirmatory decrees of the Circuit Courts of the United States for the District of South Carolina and for the Western District of North Carolina, on the fifth day of December, in the year eight hundred and seventy six, between the legal hours of sale, to wit: ten o'clock A.M. and four o'clock P.M. of that day, in front of the County Court House of Fulton County, in the City of Atlanta, in the State of Georgia, sell at public auction, the entire railway of the Atlanta & Richmond Air Line Railway Company extending from the City of Atlanta in the State of Georgia, to the City of Charlotte, in the State of North Carolina, together with all its franchises lands buildings, machinery, rolling stock, materials and other property, real and personal wherever situated and in whatever manner held, and whether owned and held by the said Company at the time of the date of the said deed of trust or thereafter acquired after giving not less than sixty days notice of the time, place and terms of such sale, by publication in the "Atlanta Daily Constitution" a newspaper published in the said City of Atlanta, in the said State of Georgia, and in the "Augusta Constitutionalist" a newspaper published in the City of Augusta, in the said State of Georgia, in the "Daily Charlotte Observer" and "the Raleigh News" newspapers published respectively in the Cities of Charlotte and Raleigh, in the State of North Carolina, in the "Journal of Commerce" and "the Columbia Daily Register" newspapers published respectively in the Cities of Charleston and Columbia, in the State of South Carolina, in the "Express" a newspaper published in the City of New York; in the "North American" a newspaper published in the City of Philadelphia; in the "Baltimore Gazette" a newspaper published in the City of Baltimore, in the State of Virginia and in the "New Orleans Times" a newspaper published in the City of New Orleans (which publication gave, in the judgment of the parties hereto of the first part, full and sufficient public notice of the time, place and terms of such sale, and rendered any further or other notice thereof unnecessary) and at such sale the said premises were struck down to and purchased by the parties hereto of the