

State of Alabama This Indenture made and entered into this ~~thirteenth~~ ^{fourteenth} day of June in the Year Eight hundred and Eighty six by and between William Pitts of the State and County above mentioned of the first part and A G Riden & M Davis & Plant James Wesley Goreman Shepherd J R Folbert A J Smith D J Riden and M B Williamson of the second part Witnesseth that the said William Pitts for and dollar paid him receipt whereof is hereby acknowledged and for other valuable considerations hath conveyed granted and leased unto the said parties of the second part above named their heirs and assigns for the term of seventy years all the Petroleum Coal oil and

33 other ails and all the Coal Iron Lead Copper Gold and
 34 other minerals that may be found on or upon or under the
 following described tracts of land situate lying and being in the
 State and County aforesaid namely the NE quarter the SE quarter
 and the SW quarter of Section 33 and the NW quarter and the
 NW half of the SW quarter of Section 34 in Township 21 and the NE
 quarter of Section 4 in Township 22 Range 3 West Containing (880) Eight
 Hundred and Eighty acres more or less And also such timber
 and said tracts of land as may be necessary for the purpose
 of mining prospecting and transporting any of the above named
 products And the parties of the second part shall have full
 and ample right of way over and through the said tracts of
 land for the full development of their business and all
 machinery now or hereafter used by them shall be regarded
 as fixtures but shall be the property of the parties of the second
 part and their assigns and movable at their pleasure.

And the parties of the second part covenant and
 agree to pay to the parties of the first part as a consideration
 the one tenth part of all the Petroleum or other ails and
 of all the minerals that may be recovered by them or
 their assigns on the aforesaid lands deliverable immediately
 upon being recovered in their crude state and at the time
 as aforesaid The parties of the first part to furnish for
 and fully suitable packages to contain and promptly to re-
 move their tenth part so as not to hinder or in any
 way interfere with the operations of their business.

Now it is distinctly understood and agreed that if the parties
 of the second part shall not by themselves or their assigns
 or agents commence operations on the said lands within
 three years next after the date of this indenture this this
 Indenture shall become null and void In testimony
 whereof the parties of the first and second parts have hereunto
 subscribed their names and affixed their seals this day
 and date first above written.

In presence of
 Horatio Pitts
 William Pitts

William Pitts L.S.
 A.C. Peden L.S.

C.M. Davis L.S.

J.C. Plant L.S.

James Dickey L.S.

George H. Shepard L.S.

J.R. Tolbert L.S.

A.L. Smith L.S.

J.J. Peden L.S.

M.W. McMillan L.S.

Filed for record the 15th day of June 1864
 I recorded the same day
 I Certify that said lease has upon it
 five Cents worth of Revenue Stamps
 N.W. Morris Judge of Probate