The State of Alabama, Shelby county } This indenture made this 21 day of June Eighteen hundred and Sixty Six by and between Jacob Martin of the county of Shelby of the first part and Thomas Pelino of the county of Dallas party of the second part both of the State aforesaid; Witnesseth: the party of the first part for consideration of the sum of one dollar to him paid by the party of the second part, at and before the sealing and delivery of this indenture and of the undertakings and agreement of the party of the second part hereinafter set forth hath granted bargained sold and conveyed and hereby grants bargains sells and conveys to the party of the second part his heirs and assigns their undivided fourth part of all the state in upon and under all the lands of the party of the first part in Section Eighteen Township twenty four Range fourteen East (Sec 18 T 24 R 14 East) in the county and state aforesaid in the district of lands hereinafore subject, at the United States land at Tuscaloosa, now the mentioning land district being the East half of the North West quarter and the South half of the North East quarter and the North half of the South West quarter and the North West quarter of the South East quarter of said Section Eighteen this indenture to embrace whatsoever portion of said Section Eighteen belongs to the party of the first part. The party of the second part his heirs and assigns shall have the right to take and use so much of the wood and timber on said lands, as shall be required for his purposes

and convenience and that of his hires and assigns for buildings and fixtures and all other purposes which may be convenient or required in the business and operations of mining and removing the slate in upon or under said lands and for the convenience of the persons who may be employed in said business all the rest of said lands and appurtenances are reserved by the party of the first part except that the said party of the second part his hires and assigns shall have the right of ingress and egress at pleasure to and from and over said lands and the right to use and occupy so much thereof as may be needful and convenient for the hands and other persons and the teams to be employed in and about said business of mining and quarrying and removing slate provided that the privileges and rights here in and hereby granted to the party of the second part his hires and assigns shall be so used as to not to hinder impede or interfere with the reserved rights of the party of the first part in and to the said lands further than shall be necessary for the complete enjoyment of the rights and privileges which are here in and hereby granted by the party of the first part. The party of the second part his hires and assigns shall be bound and the party of the second part agrees for himself and for them to take the steps and measures which shall be necessary to ascertain the quality of the slate in and upon said lands and if the said slate shall be found to be of good quality for the purposes of roofing and shall be in sufficient quality and so situated as to be conveniently and profitably quarried the party of the second part agrees to take the necessary steps for quarrying the same, and for properly developing the slate so as to exhibit its quality and value as a slate quarry all at his own cost, and expense and agrees to pay to the party of the first part one fourth part of all amounts he shall receive for slate taken from said lands over and above the cost, of quarrying and preparing and transporting and disposing of the same without any cost to the party of the first part. if after opening one or more quarries of slate it shall appear that the slate is of good quality and in case the party of the second part shall be able to sell the slate in and upon and under said land at a price which he may deem it advisable

to take he shall inform the party of the first part, thereof and if both parties shall be desirous of selling a sale shall be made as they agree, and one fourth of the proceeds shall belong and be paid to the party of the first part the balance to the party of the second part his heirs and assigns it is expressly understood and agreed that in case the party of the first part shall desire to sell his reserved interest in the State in and upon said land without a sale of the whole that he will give the preference or Refusal thereof to the party of the second part, his heirs and assigns No changes to be made against the party of the first part for any improvements or works which shall be done on said lands under this agreement but the whole to be borne by the party of the second part his heirs and assigns In testimony whereof the said parties have here unto subscribed their names and affixed their seal this day and year first above written

Executed in presence of Frank Keller and M. A. Whatly

Jacob Martin (Seal)
Thomas Pelts (Seal)

The State of Alabama
Shelby County } Before me N. B. Mardis judge of the Probate Court in and for the county aforesaid personally appeared M. A. Whatly who is to me personally known and being by me duly sworn deposes and says under oath that the annexed deed or instrument in writing between Jacob Martin as party of the first part and Thomas Pelts as party of the second part was by the said Martin and Pelts respectively after being informed of the contents thereof voluntarily executed by each and so acknowledged by each in the presence of affiant and of Frank T. Keller on the day of the date of said instrument to wit the 21 June 1866 and that affiant and said Keller at the time of the execution of said deed or instrument in writing subscribed the same as witnesses of the execution in the presence of said Martin and Pelts and of each other

Sworn to and subscribed
Before me this 17 day ~~of~~ September
1866 N B Mardis
Filed for record 17 day of July 1867 and recorded 20 day of the same month and I certify that sixty-one hundred and seventy-five acres

M A Whatly.

N B Mardis Probate Judge