

Alfred Williams
To
P. M. Moon

This State of Alabama } This Indenture of
City & County of Montgomery } leased made and
Entered into on this the 29th day of January A.D.
1870 between Alfred Williams lessor of the County
and State aforesaid, and P. M. Moon
of the City of Selma of said State lessee,
Witnesseth that the said Alfred Williams
has leased to said ~~Alfred W.~~ and does
by these presents hereby lease to the said
Moon, the following real Estate to wit
Situate in Shelby County, Alabama, and
known and designated as the South
west quarter of the North East quarter and
the South half of the North West quarter and
the west west half of the South East quarter
and the South West quarter, all being of
12 Section Twelve, also the west half of Sec.
13 tion Thirteen, and the South East
quarter of the North East quarter and the
South East quarter; and the East half of the
14 South West quarter, all of Section Fourteen
also the East half of the North East quarter of
23 Section Twenty three, also the North East
quarter of the North West quarter; and the
South West quarter of the North West quarter
and the South East quarter of the Southwest
24 quarter and the west half of the Southwest
quarter, all of Section Twenty four, all
lying in Township twenty two, Range Four
East For and during the term of five years,
commencing on the first day of February A.D.
1870 and to continue from thence until
the full expiration of five years from
said 1st day of February, 1875 together with
the Coal Mines on said lands, and all
the Appurtenances and Appurtenances on or
belonging to said lands or mines and all
Machinery, fixtures and Appurtenances of every kind
pertaining to or used in the operating of the
Coal Mines on said lands except the traction

Eugene, the Scurat the Rail Road Depot at
 Placerville. A water race now on the main
 and such other tools as Charles H. Wagoner as
 Agent for said William May designate as
 Excepted from the operations of this lease; and
 the said William May with this lease hereby
 includes all his rights or the rights of the Central
 Mining and Manufacturing Company of
 Alameda the whole of the stock of which
 Company is now owned by him of every
 and facilities for shipping and transporting
 Coal as also all the live stock, wagons, har-
 mers, in short every thing on said lands
 and on or pertaining to said mine or lands
 not herein Excepted; and it is agreed by and
 between said parties that the live stock
 above mentioned is to be returned in
 number and value, and the said Moore
 is to have the use of so much of the timber
 on said lands as shall be necessary for
 fire wood, and also for carrying on the
 Mining for Coal on said lands; and the
 said William hereby consents to put
 the said Moore in the full possession of said
 property so leased, by the first day of February
 next; and the said William hereby con-
 sents for himself and his heirs, Executors
 and Administrators to protect and defend
 the possession of the said Moore in the
 use and enjoyment of said property for
 and during the term of said lease, against
 the unlawful claims of all persons and against
 all encumbrances, now in consideration
 of the foregoing lease, the said Moore on
 his part agrees to work the said Coal
 mine on said lands, and hereby con-
 sents with said William to pay him
 the sum of fifty per ton royalty on all coal
 put out of said mine and further that he
 will cause to be put out of said mine
 a monthly average of at least forty tons
 of Coal, each day Sundays excepted, and
 binds himself to account and pay over
 to said William on the first of each month
 the royalty aforesaid, on the output of Coal, and
 a lien is hereby created on the said output
 of Coal for the amount of said royalty - said

Now further Covenants to pay a note for
 Two Thousand Dollars given by Albert Williams
 to Messrs Chittum & Harrington Attorneys for
 their professional services and it is
 Agreed that he shall be repaid the
 said sum of Two Thousand Dollars by
 returning the royalty which may fall
 due to said Williams from the output
 of Coal from said Mine, in excess of fifty
 tons per day, until the said royalty on
 such excess shall amount to the
 sum of Two Thousand Dollars to paid
 by said Moore. It is further Covenanted
 that said Moore by the Consent of said
 Williams may make or erect any permanent
 improvements on said lands, necessary
 to facilitate the Mining Operations thereon;
 but said Williams is not to pay for any re-
 pairs on any house or houses after comple-
 tion thereof, nor for any repairs of train
 roads, or rail roads or other roads, or for
 the constructions of any new train or
 rail road, and in the event said Moore
 should desire to make any improvements and
 said Williams should not consent thereto, then
 each of them shall choose a disinterested person
 of decided whether such improvement is
 necessary to facilitate the said Mining Oper-
 ations; whose decision shall be final; and
 if such person so selected shall differ, they
 shall choose an arbitrator to act with them
 whose decision shall be final and the said
 Williams will pay to said Moore at the ex-
 piration of each year, reasonable value
 of such improvements at the time of such
 payment; said Moore binds himself to
 use ordinary diligence in carrying forward
 pursuing said property so as above leased
 and to return the same to the possession
 of said Williams at the expiration of the
 said term of five years, in as good con-
 dition when he received it, the ordinary
 wear and tear excepted; and it is further
 provided that in case said Moore shall
 fail to take out the stipulated amount
 of Coal, to wit forty tons per day, and
 to pay the monthly royalty thereon for the

Space of three months, then the said Williams shall have the right to take possession and quit possession of said lands and mines herein leased, by giving three months notice unless the said failure shall be caused by a strike or strike in which case said Williams ^{is to} give six months notice - And further it is provided that if said Moon shall at any time within the said three months or said six months as provided above for notice in case of failure make good said stipulated amount of coal, and aggregate amount of monthly payments to said Williams, it shall be deemed a compliance with the spirit of this contract. In testimony whereof the parties have hereunto interchangedly signed sealed & delivered these presents, on the 2nd day of January 1870 one thousand eight hundred & seventy-

Witness my hand & seal this 2nd day of January 1870

Wm. Williams (Seal)

R. M. Moon (Seal)

Wm. S. Thornton (Seal) Revenue stamp five dollars

Filed for Record 10th July 1870 Recorded July 20th 1870

James T. Loper Judge of Probate