Barker P. D. & wife
To
Aldrich T. H.

The State of Alabama } This agreement this day made and
County of Dallas } entered into by and between P. D. Barker
and Joanna E. Barker his wife of the County of Dallas and
State aforesaid of the first part and Truman H. Aldrich of
the County of Shelby in said State of the second part
Witnesseth that whereas on the 2d day of December 1874
the Mobile and Selma Coal Mining Company a Corporation
executed its Certain deed and thereby granted and Conveyed
to the said P. D. Barker all its Mines and real and personal
estate in the County of Shelby aforesaid. In trust to secure
the payment of Certain debts owing by said Corporation
to the said Joanna E. Barker therein Specified and whereas
afterwards to wit on the 28th day of December 1874 the said
Corporation and said Aldrich made and entered into
an agreement in writing whereby the said Corporation
rented and leased its said Mines and real and personal
estate to said Aldrich until the first day of April 1886
upon the terms and Conditions therein mentioned
And whereas by the terms and Conditions therein
specified the said P. D. Barker and Joanna E. Barker
have the right at an early day to Cause said deed
of trust to be foreclosed and this property therein in-
cluded Sold for the payment of the debt therein specified
which if done might seriously prejudice the interests
of him the said Aldrich as the deed Creates a prior
lien upon said property over and above the rights and
privileges secured to said Aldrich under and by virtue
of said lease. — Now therefore for and in Consider-
ation of the matters and things hereinafter stated
to be done and performed by said Aldrich and his
further Covenants and agreements as hereinafter
Specified the said P. D. Barker and Joanna E.
Barker hereby Consent and agree with said Aldrich
that the prior lien of their said deed of trust upon
said property shall yield and be made subservient
to the Lease aforesaid, precisely and to the same extent
and effect as if said Lease had been duly made
and executed prior to said Deed of trust and that
the parties of the first part had had due and lawful
notice thereof prior to the execution of said deed
and the parties of the first part hereby agree that
the said deed of trust shall not be enforced
or foreclosed in such manner as to interfere with

the rights of the party of the second part to enjoy the full benefit of his lease as herein provided and as modified by these presents. And in Consideration of the premises aforesaid the said Truman H. Aldrich party of the second part hereby covenants and agrees that unless he shall open and work the Coal mines on certain lands owned as tenants in Common by said Corporation and the heirs of Philip J. Weaver in said Contract of lease mentioned within twelve months after the same shall be divided between said Corporation and the other owners of said lands then and in such case said Aldrich shall entirely forfeit and be deprived of all the rights and privileges relating to or Concerning said now undivided lands Conferred upon him by virtue of said lease. But it is further agreed that if he shall open and work any Coal Mine or Mines upon said undivided lands that he shall take and mine therefrom not less than two thousand tons per annum under the same Conditions and restrictions as is in said lease provided for the taking of not less than two thousand tons and more from the Mine then and now in operation except as herein otherwise provided. It is agreed that no Coal passing through the Screen shall be exempt from the other provisions of said lease and that the stipulation to that effect in the said lease shall be and the same is hereby rescinded and annulled. And the said Aldrich further Covenants that he will deliver each year during the existence of said lease fifty tons of Coal to be taken from said Mines in Car loads on the Cars of the Selma Rome & Dallas Rail Road Company at the intersection of said Road with the Branch Road leading to the above mentioned Mines to be delivered to said P. D. Baker and Joanna E. Baker at the Cost of mining and transportation as the same shall be demanded and upon reasonable notice. And the said Aldrich further agrees to pay to said Joanna E. Baker the sum of Five hundred dollars at the end of six months from this date to be his acceptance. And the said Aldrich having bargained for the purchase of a Certain parcel of land Situate in said County of Shelby and known as the S W 1/4 of N E quarter of Section 19 in Township 22 Range 3 West the said Aldrich hereby agrees that the said Corporation shall have the right at the termination of said lease to purchase one fourth thereof in the South West Corner of said parcel of land the sides of which fourth shall be of equal length so as to form a square in said Corner of said parcel of land and the Value of said lands and improvements shall be ascertained and estimated in the same manner and on the same terms and Conditions as the value of the improvements in said lease mentioned and

And the said Aldrich

the said Mobile and Selma Coal Mining Company hereby mutually agree to Confirm and satisfy and

they do hereby confirm and ratify the aforesaid lease with the modifications and changes thereof in this agreement stated and provided for. In testimony whereof the parties of the first and second part and the said Mobile and Selma Coal Mining Company hereto set their respective hands and seals (the Company using a scroll not having a seal) this 10th day of September 1875. The following corrections made before signing - on page 2 the word "had" interlined on line 17 and the word "that" stricken out on line 19 - on page 3 the word "the" interlined on line 23 - on page 4 the words "Sands and" interlined on line 23 - on page 5 the word "said" interlined on line 9.

Attest B. Eason
J. R. John as to J & B.
Charles Nettleton
James G. Aitkes
Wm T. Aldrich Jr.

P D Barker (Seal)
Joanna Barker (Seal)
Truman H. Aldrich (Seal)
Mobile & Selma Coal
Mining Co.
By C. M. Shelly President (L.S.)

The State of Alabama } I Bolivar Eason a Notary Public in and
Dallas County } for said County and State do hereby certify
that P. D. Barker Truman H. Aldrich and C. M. Shelley whose
names are signed to the foregoing agreement and who are
known to me acknowledged before me on this day that being
informed of the contents of the same, they executed the same
voluntarily on the day the same bears date.
Given under my hand this 10th day of September
1875 B Eason Notary Public &c

State of New York. } ss
City and County of New York } I Charles Nettleton a Commissioner
of the State of Alabama in New York residing in said City of
New York do hereby certify that Joanna E. Barker whose name
is signed to the foregoing instrument and who is known to me
acknowledged before me on this day that being informed of
the contents of said instrument she executed the same volun-
tarily on the day the same bears date - In witness whereof
I have hereunto set my hand and affixed my official
seal this 12th day of September A.D. 1875.
Charles Nettleton Commissioner for
(Seal) Alabama in New York
117 Broadway N.Y. City

Filed for Record September 21st 1875 & Recorded October
11th 1875 J. T. Lupin Judge of Probate