Mobile & Selma Coal Mining Company To. Truman H. Aldrich

The State of Alabama } This agreement made and entered into
Dallas County } on this the 28th day of December AD 1874
by and between the Mobile and Selma Coal Mining Company
a body Corporate of the one part and Truman H. Aldrich
of the other part Witnesseth that the said Mobile & Selma
Coal Mining Company for and in Consideration of all
and singular the Stipulations matters and things by
said Aldrich to be done kept and performed as hereinafter
provided hereby grants and demises unto the said Truman

H. Aldrich his heirs and assigns all the Coal lands and Coal Mines belonging to or claimed by said Company in the County of Shelby and State aforesaid including the undivided half of certain lands owned in Common by said Company and the heirs of Phillip J. Weaver deceased and the sole right to open and work other Coal Mines upon said lands and to take the Coal from the old Mines and such other Mines as he may open upon the said lands of the Company to his own use and benefit but he shall not open any Mine or Mines upon the said lands owned as tenants in Common by the said Company and the heirs of said Weaver until the same shall have been divided and the share thereof of the said Company ascertained and set apart and the said Company hereby further grants and demises unto the said Aldrich the right of way over the lands aforesaid and the right to use work and operate the Branch Railway of said Company to the Selma Rome and Dalton Rail Road for the transportation of all Coal which may be mined upon or taken from the said lands of said Company by the said Aldrich and for all purposes connected with the mining of said Coal and transporting or causing the same to be transported to the Selma Rome and Dalton Rail Road: and the further right to use all the timber on said lands which may be necessary and proper for carrying on his aforesaid business: but the said Branch Railway shall not be used by said Aldrich for the transportation of Coal mined or to be mined on or from any other lands or mines than the said mines and lands of the said Company and the said Company hereby expressly reserves to itself the right to enter upon and use said lands and to use and operate said Branch Railway in any manner and for any purpose not inconsistent with the rights hereby granted to said Aldrich and not injurious to his use of said Mines lands and Branch Railway for his aforesaid purposes. To have and to hold the aforegranted premises rights and ~~easements~~ together with all and singular the privileges thereunto belonging unto him the said Aldrich for and during the term commencing from the date of this agreement and ending on the first day of April One thousand eight hundred and eighty six. And the said Truman H. Aldrich for and in consideration of the matter aforesaid hereby covenants and agrees to and with said Company that by way of rents or royalty for said property he will pay to said Company its agents or assigns Forty Cents per ton upon all Coal hereafter mined upon said lands up to the first day of April A.D. 1875 and upon all Coal thereafter mined upon the premises during the continuance of this lease the sum of Twenty five Cents per ton, excepting however the Coal passing through the screen not exceeding two hundred tons annually in amount and the said Aldrich further covenants and agrees that he will mine take out

and ship to the Selma Rome and Dallas Rail Road for transportation not less than ten thousand tons of Coal per annum from said Mines from and after the first day of April A.D. 1875 so that the said Rent or Royalty by him to be paid to said Company shall not be less than Twenty five hundred dollars in any one year and that by the tenth day of each month he will furnish the said Company at the City of Selma in this State a full true and particular Statement in writing of the amount of Coal transported during the month next preceding and of the number nights and date of shipment of each Rail Road Car in which the Coal shall have been transported for each month as returned by the Selma Rome and Dallas Rail Road Company its successors or assigns but he shall not be held accountable for the ordinary loss and wastage of Coal in transportation and the said Aldrich further Covenants and agrees that the rent or royalty to which the said Company shall be entitled at the rate aforesaid shall be payable monthly and that the rent or royalty on the amount of Coal mined and transported each month shall be paid to the said Company its agents or assigns without demand at the said City of Selma on the fifteenth day of the month then next succeeding; and in case the monthly rent or royalty for any one year from and after the 1st day of April 1875 shall not amount to the said Sum of Twenty five hundred dollars then within thirty days after the termination of such year the said Aldrich shall pay and make up the deficiency to said Company - And the said Aldrich further Covenants and agrees that as far as practicable he will prevent all unlawful trespass upon the property aforesaid and that he will work said Mines in a reasonable and proper manner and that he will sink the "slope" to the first "lift" and prepare to take Coal therefrom by the first day of October next and that he will keep the Mines, tram tracks, and other improvements in good order and repair (the said Branch Railway and Casualties by fire excepted) and that he will leave pillars of Coal in said Mines numerous, large and substantial enough to secure the permanent working of said Mines and that said Mines shall at all times be subject to the free and unrestricted examination of said Company its agents or assigns - It is further Stipulated and agreed by and between said parties that in event the said Aldrich shall fail to pay the rent or royalty to said Company as hereinbefore Stipulated, according to the true intent and meaning of these presents then and in that Case this lease and agreement may be ended and determined by either party hereto at any time within Ten days next after such failure or default and in event the same shall be ended or determined by forfeiture or otherwise the said Company its agents or assigns shall have the right thereupon to enter upon and peaceably to resume the possession and enjoyment

of the aforesaid property. And this agreement being entered into in the expectation that the said Aldrich will be able to transport his said Coal from the Mines over the said Branch Railway to the said Selma Rome and Dalton Rail Road at an expense of not exceeding fifty Cents per ton at which price the Coal from said mines is now being so transported in the Cars of and by the said Selma Rome and Dalton Rail Road Company at this instance it is further Stipulated and agreed by and between the parties hereto that the said Aldrich may at any time repair use and operate said Branch Railway at his own expense for the purposes aforesaid and in the event he fails to do so then the said Company or its assigns may take possession of repair and operate said Branch Railway at its own expense, and transport over the same the said Coal of said Aldrich at any price not exceeding fifty Cents per ton: but in event the said Aldrich should become unable from any Cause to secure the transportation of his said Coal, over said Branch Railway for any period not less than three months at a price not exceeding fifty Cents per ton for such transportation to the Selma Rome and Dalton Rail Road then and in that event either party hereto shall have the right to end and terminate this agreement within fifteen days next thereafter. Provided that said Aldrich shall promptly notify said Company of his inability to procure transportation for his coal over said Branch Railway at the rate aforesaid. It is further Stipulated and agreed by and between the parties aforesaid that the said Mobile and Selma Coal Mining Company shall on the termination and ending of this lease by forfeiture or otherwise have the right to purchase within thirty days next thereafter, all the improvements and machinery now or which have heretofore been or may hereafter be made and placed upon said premises by the said Aldrich at twenty per Cent less than the actual value thereof at the time of valuation - which valuation shall be made by three disinterested persons, one to be selected by said Company or its assigns one by the said Aldrich and the other by the two persons selected as aforesaid: and the value of the timber taken from said premises and entering into said improvements and machinery is not to be included in the valuation aforesaid, and in the event the said machinery and improvements shall not be purchased as aforesaid by said Company or its assigns the said Aldrich shall have the right to remove the same within sixty days, but it is expressly agreed by and between said parties that said Aldrich shall not be entitled to any pay or Compensation for making slopes, or driving headings or for any other permanent improvements in or about said Mines: and that nothing shall be deemed or held to be an improvement within the meaning of the provision

above for the payment for or removal of improvements the removal of which will or would injure the said Mines Slopes or headings It is further stipulated and agreed that all Contracts and agreements heretofore made and entered into by and between said parties Concerning said premises shall be and the same are hereby superseded by this agreement and shall be held null and void upon the payment of all dues for rent or royalty which have accrued thereunder - And it is further stipulated and agreed that in the event any coal mined by said Aldrich on said premises shall remain at the Mines after the termination of this lease by forfeiture or otherwise then the said Coal shall be sent to the Selma Rome and Dallas Rail Road for transportation to market within sixty days thereafter and the said Company shall have a lien upon the same for the payment of all rents and royalty which may remain unpaid or to which the said Company may be entitled

In witness whereof the said Mobile and Selma Coal Mining Company has caused its Corporate name to be hereunder Subscribed by Charles M. Shelley its President who is thereto duly authorized, and not having a Common Seal has caused a Scroll to be set opposite its name in lieu thereof, and the said Truman H. Aldrich has hereto set his hand and seal all on the day and year first above written

The Mobile and Selma Coal Mining Company
by C. M. Shelley President (SEAL)
Truman H. Aldrich (SEAL)

In presence of P. D. Barker

A meeting of the Board of Directors of the Mobile and Selma Coal Mining Company was held in the City of Selma on Monday the 28th day of December 1874 present

C. M. Shelley President
W. R. Bill " P. D. Barker

The following resolution was offered and on motion adopted

Resolved That the President of this Company is hereby authorized and empowered to make execute and conclude with T. H. Aldrich a lease of the Coal Mines of this Company for the term of Ten years upon such Terms and Conditions as he may deem proper

On motion the Board adjourned to meet at the Call of the President P. D. Barker Secy & Treas

This is to Certify that the above is a true and Correct Transcript from the Minute Book of this Company

P. D. Barker Secy & Treas Mobile & Selma Coal Mining Co.

State of Alabama } S.S.
County of Dallas } I, J. F. John a Notary Public in & for the State & County aforesaid hereby Certify that C. M. Shelley whose name is signed to the foregoing Conveyance and who is known to me acknowledged before me on this day that being informed of the Contents of the Conveyance he as the President of the said Mobile and Selma Coal Mining Company executed the same voluntarily on the day the same

bears date i Given under my hand this 1st day of October AD 1875.

J. F. John Notary Public
Dallas County Alabama

Filed for Record October 5th 1875 & Recorded October 15th 1875.

James T. Leeper Judge of Probate.