Eureka Co.
To
Jno M Norton &
W M Bloodworth

The State of Alabama } Know all men by these presents that the
Shelby County. } Eureka Co party of the first part a Corpora=
tion Created under the laws of the State of Alabama has this
day for and in Consideration of the Royalty premises &
Covenants hereinafter mentioned leased & set over unto
Jno. M. Norton and Willis W Bloodworth citizens of the State
of Alabama parties of the Second part, their heirs, executors
and assigns, for the full Term of five years from the first
1st day of November 1881 the sole and exclusive right
and privilege to dig mine and excavate and carry
away the Coal of the Black Shale vein Contained in
on and under the following described tract of land
Situated & being in the said State of Alabama & County
of Shelby to wit. S E¼ of S E¼ of Section 9. also the N E¼ 9
of N E¼ Section 16 also the S E¼ of Section 10 and the E½ 16
of S W¼ Section Ten 10 also N½ of N E¼ & the N E¼ of N W¼ 10
and the S W¼ of N W¼ Section 15 also S E¼ of N E¼ of 15
Section 16 also all in N E¼ of N W¼ and N W¼ of N E¼ 16
of Section 15 that is lying north of Buck Creek. all the
Mineral Coal of the Black Shale vein with the neces=
sary entry by roads & such other privileges that may
necessary for working the same, on the above describe
lands with the right to build wagon roads Tram
Roads & Rail Roads on over any part of said lands
also the right to use any water on said lands
& the right to Cut and use any Timbers required
to Carry on mining operation on said lands
& all other rights & privileges for mining & Carrying

away said Coal that has not heretofore been granted the Pratt Coal & Coke Co. For & in Consideration of the foregoing privileges the parties of the second part for themselves their heirs executors & assigns agree to pay the following. Ten (10) cents per Ton for every Ton of Coal so mined & carried away during the Continuance of this lease a Ton to be accounted at Two thousand pounds (2000 lbs) Such royalty being payable monthly in draft or Cash in Oxmoor Ala on or before the 20th day of each month for all Coal mined and taken away up to the first 1st of such month, and the parties of second part further agree to mine not less than Thirty Hundred Tons per year or pay a Royalty on such amount and in default of such payment this lease is to be considered Canceled and thereafter to be treated as null and void by either party & of no effect And in case said parties their heirs Successors or assigns shall in any year pay for more Coal than they have taken away from said premises, then and in that case the said parties of the second part may in any succeeding year during the Continuance of this lease mine and take away the number of tons paid for and not taken away Provided said deficit is made up by mining in excess of Thirty Hundred Tons per year to cover said deficit And the parties of the second part agree to mine said Coal in a proper and regular manner & systematic as prudent men understanding the business of mining would run the same if it was their property. The party of the first part to have the right to enter the mine at anytime themselves or by proxy to examine the manner in which said mine is worked. Also the right to examine at any time the Books in which the weights of all the Coal mined and carried away must be properly kept. And the said parties of the second part will at the expiration or sooner determination of this lease peaceably leave & yield up unto said parties of the first part or their successors the said premises, except the horses machinery railroads and improvements built erected by the party of the second part which shall be paid for at a valuation agreed upon by both parties independent of

agreement, the parties of the second part shall have the right to remove the same provided however that in case this lease is determined by default of the party of the second part then and in that case the party of the second part shall forfeit & leave in place all steam & water pipes which shall be on premises at the time of said default together with building Boilers Engines & pumps & any other fixtures belonging to the said party of the first part & now on said premises The said party of the first part agrees furthermore to allow the said party of the second part to mine all the Coal of Black shale mine they can in Section 16 that can be reached from a slope or shaft sunk within in the N E 1/4 of N E 1/4 or of S E 1/4 of N E 1/4 of Section 16 north of Buck Creek The above agreements & Royalty to bear the same or alike on this as all other Coal mined

In testimony whereof the said Eureka Co by its president D B Miller being duly authorized thereto by the directors of the said Eureka Co. & Jno M. Norton & Willis N Bloodworth have this the 25 day of November 1881 set their hands & Seals.

Eureka Co. by
D B Miller Pres (Seal)
John M. Norton (Seal)
Willis N Bloodworth (Seal)

Witnesses
Jas N Allen

Filed for Record March 20 1882 & Recorded March 27 1882

J. F. Leeper
Judge of Probate