Berryhill John To Armstrong G. L.

State of Alabama } This contract into By and
County of Shelby } Between George L. Armstrong of Shelby County John Berryhill of Shelby County all of the State of Alabama, Party of the second part, Witnesseth, The said party of the first part agrees to take charge of a certain Coleu situated in aforesaid County and state, located in and about the neighborhood of Dunnavant's Switch on the Columbus and Western Rail Road in the county and state aforesaid.

Sec 1

It is agreed that the said George L. Armstrong party of the first part agrees to commence and burn good merchantable charcoal, according to and by and comply with a certain contract now existing between John Berryhill of the second part and The Shelby Iron Co, a incorporated firm located and now doing business in the county of Shelby and State of Alabama.

Sec 2

Said George L. Armstrong party of the first part is to take immediate charge of all tools now on hand or that may be pointed out by John Berryhill party of the second part, Such as spades Forks, Cruthhooks, With a certain Derrick with all its fixtures therewith containing With road, crossways and other ways and privileges pertaining thereto.

Sec 3

It is further agreed that all property mentioned in this contract shall be and belong to party of the first part with all benefits and profits derived therefrom provided he pays in lawful money of the United States the stipulated sum of One hundred ($100.00) dollars within the following stated time to-wit; Twenty five ($25.00) dollars in hand cash this day and Twenty five ($25.00) dollars the 1st day of February and Twenty five ($25.00) dollars cash the first day of March and Twenty five ($25.00) dollars the first day of April A. D. 1889. for said payments he is to receive a receipt.

Sec 4

But it is further agreed between the party of the first part and the party of the second part that if cost or lawsuit may incur on account of coming into possession of the above named property in case the party of the first part fails to comply with the above agreements and contract, and it is further agreed that in case the said George L. Armstrong fails to comply in full with the foregoing stipulations

of this agreement and contract that all the aforesaid property named above shall revert back to the said John Berryhill without any damage or cost.

Sec. 5-

It is further agreed that in case of a failure to comply with the above contract by George L. Armstrong party of the first part and John Berryhill has to take charge of the property above mentioned that if any damage has been sustained by injury of property that the said George L. Armstrong shall be held amendable for said injury or damage.

Sec. 6

It is further agreed that in case of a reverting and damage, any property in stock or charcoal or other material that may be on hand, accounts dues or anything acceptable shall go towards or on account of damage.

Sec. 7

It is further agreed and understood that the party of the first part is to assume and settle a certain indebtedness of one John Morgan, a citizen living in said county and State aforesaid, which is to be paid in full by George L. Armstrong from the proceeds of the first charcoal shipped by said George L. Armstrong to The Shelby Iron Company

Sec 8

It is agreed that the said indebtedness or amount shall hereafter be agreed upon and inserted herein after a certain settlement has been had now pending between John Berryhill and said Jot Morgan herein named. Said amount shall be fully understood and agreed upon between said John Berryhill Jots Morgan and George L. Armstrong, amount insert in next time

Sec. 9

It is further agreed and understood that all timber that has been cut from and is now burning on a certain tract or parcel of land and owned by one Howell Pearson, the same is to be paid for out of the proceeds of the coal derived therefrom at the rate of 30 thirty cords per M. thousand at ten cents per 10 cts cord.

Sec 10

It is further agreed that between George L Armstrong party of the first part, and John Berryhill party of the second part. That George L. Armstrong is to have all the rights of timber to burn charcoal on Sec. 33 T. 17 R. 1 E, and located in the county of Shelby

and State aforesaid and owned by one C. C. Brennerman citizen of Birmingham, Ala. Said George L. Armstrong is to be governed by a certain contract existing between John Berryhill and C. C. Brennerman for the use of certain timber to be used for the purpose of burning charcoal for said timber and the use thereof said George L. Armstrong is to pay 10 cts per cord at the rate of thirty cords per m. 1000 bushels of coal. Said payments to be made before or on the 20th of each month and all settlements for said cords to be made from the receipts or returns of coal shipped the month previously
Sec 11

It is further agreed and understood that the said George L. Armstrong party of the first part and John Berryhill party of the second part, That George L. Armstrong shall execute a standing order for the amounts therein named in the above contract, which shall stand and be holden by John Berryhill against George L Armstrong to the Shelby Iron Company, preceedent any and all other indebtedness and is to be paid by the Shelby Iron company on said John Berryhill's order. In and by said contract we agree and bind ourselves to strictly comply with the above stipulations, Providential hindrance excepted.

In testimony whereof we have affixed our hands and seal this the 2nd day of January A.D. 1889

Witnesses
D. B. Campbell
E. G. Dotson his mark

G. L. Armstrong (Seal)
John Berryhill (Seal)

The State of Alabama } I, B. T. Cousins a Notary
Jefferson County } Public in and for said county
Hereby certify that John Berryhill and Geo. L. Armstrong, whose names are signed to the foregoing contract and who are known to me acknowledged before me on this day that being informed of the contents of this contract they executed the same voluntarily on the day the same bears date
Given under my hand this 3rd day of Jan. A.D. 1889
B. T. Cousins Notary Public
(Notary Seal)

Filed for record Jany 4th 1889 and recorded
R. H. Cabb, Judge of Probate