C. T. Davidson
Dow and
Honbury
To
Drennon
and
Carrington

The State of Alabama } (Original Agreement)
Shelby county } This agreement made and entered into this 26th day of October 1899, by and between C. T. Davidson and H. M. Honbury, parties of the first part, and D. M. Drennon and J. D. Carrington parties of the second part, Witnesseth:

That the parties of the first part in consideration of ~~the~~ One Dollar the receipt whereof is hereby acknowledged and ~~the~~ agreements and covenants hereinafter contained and to be performed by the parties of the second part, hereby grant, unto the said parties of the second part, their heirs and assigns ~~forever~~ the right to enter upon the land hereafter described and search for mineral and fossil materials and to conduct mining and quarrying operations to any extent they may desire, and by these presents the said party of the first part has granted, demised and leased unto the parties of the second part their heirs and assigns all of the following described lands situated and being in the County of Shelby & State of Alabama, that is to say, The north East quarter of Section 21, Township 20 Range 3 West and the South East quarter

of the north west quarter of section 21, Township 20 Range 3 West, containing by estimation Two hundred acres more or less, together with all the buildings, woods, underwoods, ways waters, water courses, profits commodities privileges, advantages, machinery rails cars, cars, minerals and appurtenances whatsoever to the said premises belonging or in otherwise appertaining, and said parties of the second, their heirs and assigns to have the exclusive right to mine or coal and other minerals on said land during the continuance of the hereinafter named term, to have the privilege of taking sufficient coal and wood for conducting said mining operations, and timber for necessary dwelling houses and improvements and the right to erect and construct all necessary houses, Tram, ways, railroads dummy lines and improvements of whatsoever kind & character, upon the said premises for carrying on the business of mining and storing away coal and other minerals, and to have the necessary roads to and from any mines, and further it is agreed that said parties of the second part, their heirs and assigns have the right to sublease said lands for the purpose of boring and mining for coals or other minerals and that said parties of the second part, their heirs and assigns have the exclusive right of commissary privilege incidental with the said mining operations and, the parties of the first part, their heirs and assigns doth covenant to keep the parties of the second part their heirs and assigns in possession during said hereinafter named term, and that they may peaceably have, and hold, use occupy and enjoy the said hereby demised

premises with the appurtenances for the term hereby granted without the lawful let, suit, trouble, denial, eviction, ejection or interruption whatsoever of, from or by the parties of the first part, their heirs and assigns, or of, from or by any persons lawfully claiming or to claim the said demised premises or any part thereof, and, that, said parties of the second part their heirs and assigns are hereby authorized to remove all improvements, fixtures of whatsoever, kind and character they construct or make on ~~the~~ said premises during said term, at the expiration of said lease; ~~and~~, it is further agreed that the parties of the second part, their heirs and assigns shall have the privilege and option at the expiration of the term of this lease of renewing, continuing and again leasing said demised premises or any part thereof for the further period of two years for the consideration of five cents per ton royalty on ace coal mined on that part of the within devised premises, known as the Hooper property, and described as the north west quarter of the North East quarter and the south East quarter of the north west quarter of section 21, Township 20 Range 3 west, and for seven cents per ton royalty on ace coal mined on the part of the within demised premises, known as the Boyle property, and described as being the north East quarter of the north East quarter and the south half of the north east quarter of section 21 Township 20 Range 3 west, and should the parties of the second part, their heirs and assigns so desire, they have the privilege and option of purchasing ace of said premises or any part thereof during their occupancy under this lease or under the two years lease provided for above, for the sum of Three Thousand Dollars cash payment and the further sum of Three Thousand Dollars payable

ty and twelve months after said purchase and in case they purchase only that part known as the Hooper property and described above, there will be allowed to the parties of the second part, their heirs and assigns as a deduction on said purchase price the sum of Eleven hundred dollars; and it is further agreed that if said parties of the second part their heirs and assigns, purchase said premises or any part thereof, within the first six months of the term of this lease, the herein after mentioned Twelve hundred Dollars in notes will be allowed and considered by the parties of the first part, their heirs and assigns, as a cash payment on said purchase price, and if purchased during the last six months of this lease then only such of the Twelve hundred Dollars as may be unpaid and after expiration of this term no allowance will be made for post payments and the parties of the first part hereby covenant to execute a warranty deed, as to the part of property known as the Hooper property and as to part known as Boyle property provided parties of the first part can obtain a like Deed from B. Boyle, & Jessie A Boyle and in event of their failure a reasonable concession in the price to be made, to the said parties of the second part their heirs and assigns in case of said purchase. The consideration whereof, the parties of the second part agrees to pay said parties of the first part, their heirs and assigns the sum of Twelve hundred Dollars as full payment for (1) one year's rent payable by notes which become due and payable three nine and twelve months after this date, each of said Notes being for the sum of Four hundred Dollars; and also agree that no necessary damage shall be done to the said lands or trees growing thereon in conducting said operations. And in case any portion of the rent is not promptly paid

as agreed, or in case any of the covenants herein to be done and performed by the said parties of the second part be broken or not performed according to the true intent and meaning of this covenant, then, the said parties of the first part may reenter and re-possess the said premises hereby leased as of former estate. This lease is to continue, the rent being paid as stipulated, and no unnecessary damage being done to lands or trees growing thereon for the ~~fulle~~ term of one year from the 26th day of October 1899. Provided, however, if the premises be destroyed or so much injured as to become unfit for use and occupation by fire or other unavoidable casualty not caused by the wilful default or neglect of the said parties of the second part their heirs and assigns, or if the covenants on the part of the parties of the first part be broken or not performed according to the true intent and meaning of this covenant then the said Term hereby demised shall cease at the option of the parties of the second part their heirs and assigns and the current Twelve hundred Dollars shall be fully apportioned and the due proportionate part thereof shall be at once due and payable and the unpaid note shall be returned to the parties of the second part and the parties of the second part their heirs and assigns covenant that this lease being terminated to surrender quiet and peaceable possession of ~~the~~ said premises, together with ~~our~~ machinery tools etc. contained in inventory this day made and marked "Exhibit A" in fair good order as at commencement of said term, natural wear and tear and minerals removed thereon and other unavoidable and natural events excepted. And as a part of the consideration of this lease and to assure prompt payment of said rents herein stipulated, or any damage that any parties of the first part may suffer, either by failure to surrender quiet and peaceable possession of said premises as aforesaid or for any damage whatever which may be awarded

the parties of the first part under this contract, the said parties of the second part hereby waive all rights which they may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the parties of the second part exempt from levy and sale or other legal process. And showed the party of the second part occupy the above premises after the expiration of the term above specified, except as provided in this lease or by further agreement with the parties of the first part, their heirs and assigns in that event the stipulations in this lease shall continue in full force and effect.

In testimony whereof, we have hereunto set our hands and seals this the 26 day of October 1899,

C. T. Davidson (L.S.)
H. W. Hanbury (L.S.)
D. W. Drennon (L.S.)
J. B. Carrington (L.S.)

Witness:
J L Drennon

All interlineations made and initialed by parties before delivery of this indenture this 26th day of October 1899.

J. L. Drennon Witness

"Exhibit A"

Helena Ala October 28 1899

Cahaba River Coal Company.

Inventory

432	feet	Water pipe,	5"
310	"	" "	2 1/2"
158	"	" "	3"
240	"	Steam Water Pipe	2"
270	"	" " "	1 1/2"
275	"	" " "	1"
136	"	" " "	3/4"
1813			

1, #3 Knowls Pump –
1, #5 " "
1 #8 Blake "
1 Skinner Engine 11 X 18 with hoisting Drum complete
1 Tubular Boiler 48" diameter, 14 feet long, 42 flues

1 Extra Drum 3-9 x 5 feet.
1 Gate Hoisting Valve 2 1/2"
1 Globe Valve 2"
4 Globe Valves 1 1/2
1 " " 4"
6 Ell 3"
4 " 5"
1 Tee 5"
2 Flanges 5"
3, 12" nipples, 5"
648. 9 feet Tee Rails. from 12 to 16 yd.
10 Iron Coal Cars.
2 Wheel barrows,
2 Iron Tripples,
1 Chion Wheel
9, 1 1/4 R. Screen Bars, 12 feet long
1 Boiler Tank

DOCUMENTARY STAMP AMT $ 25 CTS.

Filed for record Nov. 9th 1899, & recorded
A. P. Longshore
Judge of Probate