Southern Mineral Co. to Peter

State of Alabama. } This agreement made
County of Shelby. } and entered into this fifth
day of September, A.D. Eighteen Hundred and nine-
-teen, by and between the Southern Mineral Land
Company, a corporation organized under the
laws of Alabama, hereinafter called the lessor,
and George F. Peter of Shelby County, Alabama, hereinafter called the lessee.
Witnesseth: That the said lessor for the consider

tion hereinafter named, has demised and let and by these presents does demise and let unto said lessee, for a term commencing at noon on the fifth day of September, A.D. Eighteen Hundred and Ninety-Nine, and expiring at noon on the first day of January, A.D. Nineteen Hundred and Fifteen, the following described lands, situate in the State of Alabama, Shelby County, to wit: The South East quarter (1/4) and the South East quarter 1/4 of the North East quarter (1/4), and the South East quarter (1/4) of the South west quarter (1/4) of Section Sixteen (16), and the west Half (1/2) of the South west quarter (1/4), and the South East quarter (1/4) of the South west quarter (1/4) of Section Fifteen (15), Township Twenty-one (21) South, Range Four (4) west, containing in all Three Hundred and Sixty (360) acres of land, more or less, with the right to operate mines, and to make such openings thereon as are necessary to mine the coal on said lands, and to mine coal thereon and to remove the same, with the right to build and use railroads and other roads across any of said lands for the convenient transportation of said coal over and from said lands, and for the carrying and transportation to and from said lands of all material and implements that may be of use in mining said coal or preparing the same for market; and the right to cut and use timber from said lands for railroad and mining purposes, on and in the lands above described, and with the right to use the surface of said lands for the erection of machinery, houses, store and office buildings and purposes pertaining to the preparation of the coal mined for market. Excepting and reserving to the lessor, all coal and other minerals of every nature within said lands which lie under what are known as the Gholson, Clark and Coke seams of coal, or under such of said three seams as are from place to place within said lands, with the right to mine and remove from said lands all coal and other minerals to which the lessor

is or shall become entitled under the exceptions, reservations, conditions, limitations and terms of this lease. It is expressly understood and agreed, however, that any Mining done by the lessor, which it is authorized under this lease to do under any of said land during the continuance of this lease, shall at all times be done in such a Manner as not to unreasonably interfere with the operations, Mining or workings of the said lessee, authorized under this lease. Provided, however, that so far as said coke seam of coal is concerned, if the same be on or within any of said lands, the demise and lease thereof herein for said term to said lessee is, first, upon condition Precedent that the said lessee Make an opening on said coke seam within a Period of one year from the date hereof, license to Make such an opening within said Period being hereby given to said lessee; and is, second, to continue only so long as the said lessee shall continue to Mine and remove coal from said coke seam for at least six Months in each year (except the first), during the term of this lease, and in no event to continue longer than until Noon of the first day of January A.D. 1915; And further excepting and reserving, however, to the said lessor, the exclusive right to use the surface of all said lands for the Purpose of pasturing, grazing, cultivation, raising of crops and hay, and farming generally; and further excepting and reserving to the said lessor all farm houses, fences or other improvements on said land belonging to said lessor, It being understood, however, that the lessee shall be entitled to the use of a reasonable amount of land adjacent to Mine openings or settlements for garden Patches for the lessees employees, but not to the use of any of the farm houses or buildings on said

lands belonging to said lessor. It is expressly understood and agreed, however, that the rights of the said lessor to the use of the surface of said land, as above set forth, are subordinate to the rights of the said lessee to the extent that any use of the said surface by the said lessor must be in such a manner as not to unreasonably interfere with the operations, mining or workings of the said lessee, authorized under this lease.

To have and to hold unto the said lessee for the said term commencing at noon on the fifth day of September, A.D. Eighteen hundred and ninety-nine, and expiring at noon on the said first day of January, A.D. Nineteen hundred and Fifteen, the demised Premises; subject, however, to the exceptions and reservations in this lease contained and subject to and upon the conditions, limitations and terms and under the restrictions hereinabove and hereinafter set forth and hereby agreed to, as follows:

First: The lessee shall take possession of said land upon execution of this contract, and shall begin mining coal on said lands within six month from date hereof.

Second: The said lessee shall pay the lessor a rent or royalty of five cents (5¢) per ton of two thousand (2000) pounds, on all coal mined and raised or taken from or out of the demised Premises, it being understood that any coal lost by washing at the mine made necessary in order to render the coal marketable, shall not be estimated in arriving at the royalty to be paid under this lease, payment of said rent or royalty to be made on the Saturday next following the twentieth of each month for all coal mined and raised or taken from or out of the demised Premises

during the previous calender month.
Third; The said lessee shall pay the said lessor as rent or royalty for the year ending on the first day of January, 1901, and for each of the years ending on the said day and said month of each subsequent year during the term of this lease, not less than the sum of Five hundred Dollars ($500) per annum, irrespective of the amount of coal mined on said land, which said Five Hundred Dollars is a minimum rent or royalty to be paid per annum. That is to say, if the monthly payments for the twelve months immediately preceding said first day of January of any year do not amount to or exceed Five hundred Dollars, then the said lessee shall on the first Saturday next after the 20th day of said month of January of such year pay to the said lessor the difference between the total amount of said monthly payments for said twelve months and Five hundred Dollars, it is understood that in adjusting the minimum royalty under this lease, computation and adjustment shall be had annually on or before the said twentieth day of January, to determine whether or not anything is due on the minimum royalty.
Fourth; The said lessee shall furnish to the said lessor before the fifteenth of each month, an itemized statement of all coal shipped and of all coal mined and raised or taken from or out of the demised premises whether shipped or not; for the preceding calendar month, which statement shall show the date of each shipment; the number and name of each car, the net weight of each car of coal and the name of the said coal station or place from which the same has been shipped. In ascertaining the amount of royalty due under this lease, reference may be made to the books of said lessee,

so far as pertains to the amount of coal mined or shipped from said lands, as well as the books of the railroad agents shipping any of said coal.
Fifth: The said lessee shall during the term of this lease operate said mine or mines in accordance with the mining laws, rules and regulations prescribed by the State of Alabama and its officers, and then in force, and shall mine the coal in a proper and minerlike manner at all points; and the said lessor or its representatives or agents shall at all times have access to said mine or mines and to all the maps thereof, which maps shall show the present and abandoned working of said mine or mines.
Sixth: This lease shall not be assigned nor the demised premises sublet in whole or in part without the written consent and concurrence beforehand of the said lessor.
It is understood, however, that the lessor hereby grants to the lessee the privilege of assigning this lease within three months from this date to a corporation organized or to be organized, but such assignment shall not release said George F. Peter from any of his obligations hereunder.
Seventh: All machinery, buildings, railroad, tram track and property of any and all kinds placed in or upon said land by said lessee or said lessor, shall remain the property of the party placing the same therein and thereupon. Nevertheless, it is agreed that the said lessor shall at all times have a lien on all such machinery, fixtures, improvements and property of every kind placed upon or in said land by said lessee for anything due the said lessor under this agreement; and upon default continuing thirty days in the payment of any sum or sums due the lessor under this lease such lien may be enforced by the taking and sale of such property in the same manner

as in the case of chattel mortgages on default thereof the law of the State of Alabama, upon the expiration of termination otherwise of this lease the lessor shall be entitled for the period of three months to use rent free all of the machinery or other property or improvements placed upon or in said lands by the lessee which may be needed or useful for preserving and keeping any mines thereon free from water and otherwise in good condition, and at the expiration of said three months or at the expiration or termination of this lease if the lessor shall not desire to use any property belonging to said lessee, but only after the lien, if any, thereon in favor of the lessor has been satisfied, and provided it has not been sold as above provided to satisfy any such lien, said lessee may remove his said machinery, other property or improvements which shall be, so far as use thereof by the lessor is concerned, in as good condition as when received by the lessor, ordinary wear and tear excepted, The lessee whenever entitled to remove any property from said land after and expiration or termination of this lease shall be allowed thirty days time for removing the same.

Eighth: The lessee shall pay all taxes and assessments on said lands and improvements thereon during the period of this lease, and the lessee shall thereafter and from time to time be entitled to a credit to and amount of taxes per acre equal to the amount of taxes per acre which the lessor pays on its other unimproved mining lands in Shelby County, Alabama, on the average, but in no case shall the lessee be entitled to credit for any amount in excess of such taxes actually paid by him.

Ninth: The lessor covenants to warrant and defend unto the said lessee the title of said premises against the lawful claims

of any and all persons claiming by, through or under said lessor, but against none other, the said lessor making no covenant other than the above, either express or implied, as to title or possession, and it being understood that this lease is subject to the mortgage deed of trust by the Southern Mineral Land Company to Edwin Fowler and Robert G. Brodie, Trustees, dated July fourteenth, A.D. Eighteen Hundred and Ninety-nine, given to secure an issue of bonds of said Company amounting to Seventy Thousand Dollars, and as against said Mortgage deed of trust the covenant in this paragraph above contained does not operate or obtain. In case during the existence of this lease the title to any part of said lands be finally adjudicated to be not in the lessor the minimum royalty herein provided for shall from that time be reduced in such proportions as the number of acres the title to which is so adjudicated to be bad bears to the whole number of acres included in this lease, aside from this the failure of title to any of said lands shall not affect the provisions of this lease and shall not render the lessor liable in any way.

Tenth: It is expressly agreed that no waiver or license on the part of the lessor of any breach of any of the agreements or covenants in this lease contained, on the part of the lessee to be kept and performed, shall be deemed or construed to be either a waiver or license of any subsequent breach of the agreements and covenants herein contained.

Eleventh: Provided, also, that this lease is upon this condition; that if the said lessee shall neglect or fail for thirty days to pay any rent or royalty due under this lease, or to perform or observe any of the covenants or agreements in this lease contained, and on his part to be performed

or observed, then and in any of said cases, said lessor may lawfully immediately or any time thereafter enter into and upon said premises, or any part thereof, in the name of the whole, and repossess the same as of its former estate and without prejudice to any other remedies, and upon entry as aforesaid this lease shall determine. Provided lastly, that the lessor and the lessee and the successors and assigns of the lessor, and the executors, administrators and assigns of the lessee shall be respectively bound by and entitled to the benefit of this lease and to the covenants, conditions and agreements herein contained in like manner as if the words successors and assigns were inserted next after the word lessor, and the words executors, administrators and assigns, were inserted next after the word lessee throughout, so far as the nature of the case will admit, and unless the context may require a different construction, it being understood that the lessee shall not assign this lease except as provided in paragraph sixth of this lease.

In Testimony whereof, the said Southern Mineral Land company has caused these presents to be signed in its name and on its behalf by its President as the act and deed of said Southern Mineral Land Company and caused its corporate seal to be hereto affixed and these presents to be attested by its Secretary, and the said George F. Peler has hereunto set his hand and affixed his seal the day and year first above written. This agreement is executed in duplicate, each of the duplicates (of which this is one), being an original, one being for the lessor and one for the lessee.

Attest:
A. H. Plumb
Secy Southern Mineral Land Co.

Southern Mineral Land Co. By Herman Pfaff its President
George F. Peler.

DOCUMENTARY STAMP
AMT $1.10
Cts.

Southern Mineral Land Co.
Seal
Brierfield Alabama

The State of Georgia } ss. I, E. L. Morse a Notary Public in
Fulton county } and for the county of Jefferson, in
the State of Alabama, hereby certify that Herman Pfaff,
whose name, as the President of the Southern Mineral Land Company, a body corporate and the party executing the foregoing lease, is signed to the said lease, and who is known to me, and who is also known to me to be the President of said corporation, acknowledged before me on this day, that; being informed of the contents of said lease, he, as such President, voluntarily executed the said lease on the day the same bears date, by the authority; and as and for the act and deed of said corporation.
Given under my hand and official seal on this, the 5th day of September, 1899.

E. L. Morse
Notary Public
Fulton Co. Ga.

DOCUMENTARY STAMP
AMT
$ 10 Cts.

E. L. Morse
Notary Public.

The State of Alabama } ss. I, Marion L. Scott, a Notary
Jefferson County } Public in and for the County
of Jefferson, in the State of Alabama, hereby certify that Herman Pfaff, whose name, as the President of the Southern Mineral Land Company, a body corporate and the party executing the foregoing lease, is signed to the said lease, and who is known to me, and who is also known to me to be the President of said corporation acknowledged before me on this day, that, being informed of the contents of said lease, he, as such President, voluntarily executed the said lease on the day the same bears date, by the authority; and as and for the act and deed of said corporation.
Given under my hand and official seal on this, the 6th day of September, 1899.

Marion L. Scott
Notary
Public
Jefferson Co. Ala.

DOCUMENTARY STAMP
AMT
$ 10 Cts.

Marion L. Scott
Notary Public.

The State of Georgia } ss. I, E. L. Morse a Notary
County of Fulton } Public in and for the
County of Fulton in the State of Georgia hereby

certify that A. H. Plunk, who attested as secretary of the Southern Mineral Land Company, the foregoing lease and whose name appears thereto as attesting the same as such secretary, and who is known to me, and who is also known to me to be the secretary of the Southern Mineral Land Company, a body corporate, the party executing the said lease, personally appeared before me on this day and acknowledged that, being informed of the contents of the said lease, he, as such secretary, voluntarily attested the same and affixed the corporate seal of said corporation thereto, by authority of, and as and for the act and deed of said corporation.

Given under my hand and notarial seal of office this, the 6th day of September, 1899.

E. L. Morse
Notary Public
Fulton County Ga

DOCUMENTARY STAMP AMT $ 10 Cts.

E. L. Morse
Notary Public.

The State of Alabama } ss.
County of Jefferson }

I, Marion L. Scott a Notary Public in and for the county of Jefferson and State of Alabama, hereby certify that George F. Peter, whose name is signed to the foregoing lease and who is known to me, acknowledged before me on this day that, being informed of the contents of said lease, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6th day of September, A. D. 1899.

Marion L. Scott
Notary Public
Jefferson County Ala

DOCUMENTARY STAMP AMT $ 10 Cts.

Marion L. Scott
Notary Public.

In consideration of the sum of Five Dollars ($5.00) and other valuable consideration, the receipt whereof are hereby acknowledged I hereby assign, transfer and set over unto the Alabama Coal and Coke Company, a corporation organized under the laws of the state of Alabama, all right, title, and interest in and to the within lease executed Sept. 6th 1899 to certain lands in Section Fifteen and Sixteen Township 21 S. Range 4 west in Shelby County, Alabama by the Southern

Mineral Land Company by Herman Pfaff as President and A.H. Plum as secretary.
Given under my hand and seal the 22nd day of November 1899.

Witness:
C.F. Hunter.
A.M. Hunter.

George. F. Peter

State of Alabama. } ss. I. E.L. Fulton a justice
Shelby County. } of the Peace in and for said State and County, hereby certify that George F. Peter 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 the instrument, he executed the same voluntarily on the day the same bears date.
Given under my hand and seal this 22nd day of November 1899.

E.L. Fulton J.P.

Filed for record Nov 24th 1899. Recorded
A.P. Longshore
Judge of Probate