Studivant to Levi

State of Alabama } Articles of agreement made and
Shelby County } Closed this Tenth day of
April A.D. 1901 between
N. H. Studivant of the County of Shelby and State
of Alabama part of the first part and
Leo Levi of Birmingham Jefferson County
Alabama part of the second part,
witnesseth; That the said party of the first
part for himself, his heirs, executors administrators and assigns for and in consideration
of the sum of One ($100) Dollar, the receipt of
which is hereby acknowledged, and for the
further consideration hereafter mentioned and
on account of covenants hereafter contained,
hereby leases to the said party of the second
part, his heirs, executors, administrators and
assigns the following described part or parcel
of land, situated in the County of Shelby
and State of Alabama bounded and described
as follows, The south east quarter of the south
West quarter and the south West quarter of south
East quarter of section Twenty Three Township
Twenty South Range four, Reserving the
stone Quarry of said lands, also the timber over
Ten inches in Diameter on said lands, with
the right hand said larger timbers, containing
Eighty Acres more or less for the purpose of
mining Coal, Iron ore and othe minerals on
said land for the term of Ten Years, with privalege
to renew at end of said term for Ten year more
at same rate, Said party of second part to have
the exclusive right to mine Coal, Iron ore and
other Minerals on said land during the
continuance of said term; to have the privalege
of using all the timber at and under Ten inches
in Diameter, and ~~said~~ Water upon same, necessary
for the Development Working and mining of said
Coal, Iron ore and othe Minerals, and the
preparation of the same for market and the
removal of the same; and also the right of way
and the right to Build Roads of any Discription over
the same for the convenient transportation
of said Coal, Iron ore and other Minerals from
said lands and the conveying and transportation
to and from said lands, all Material and
Implements that may be of use in mining
and removal of said Coal, Iron ore and
other Minerals or in the preperation of same

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for Market. And also the right to Build Houses for all Employees and Machinery; and to have possession whenever said party of the second part shall be ready to commence operations. And in case said party of the second part is successful in finding Coal, Iron Ore or other Minerals in under or upon said property, said party of the second part agrees, in case coal Iron ore, and other Minerals or either are mined upon said property, to pay said party of the ~~said~~ first part as Royalty on all Coal mined Six Cents per Ton, and on all Iron ore, All Royalty Comming due under this contract to be paid Monthly, and in case said part of the second part should not be successful in obtaining Coal, Iron Ore or other Minerals in such quantities as to make the mining of same profitable, or should said party elect at any time not to continue said Mining operations, if same should be begun, said second party shall have the right to remove all Engines, Tools, Machinery, railroad tracks and Buildings. And it is agreed further that the said second party shall have the right to sublease said land or lands or any portion of same, for the purpose of mining Coal, Iron ore or other Minerals in upon or under same; The said lessee or lessees being granted all the rights and privalegs herein granted to the said party of the second part, But the said parties of the first and second part each for himself their heirs, executors, administrators and assigns Covenant and agree, and this indenture is made with the express provission that if no Coal Iron ore or other Minerals be mined or quarried as now contemplated by said parties, within the period Ten Years from the present time these presents and everything contained herein shall cease and be forever null and Void. And it is further agreed that after the mining of any coal, Iron ore or other Minerals has been begun by the said party of the ~~second~~ first part or his assigns should fail for a period of Three Months to mine Coal Iron ore or other Materials, or fail for a period of Three Months to pay Royaltty on Coal, Iron Ore or other Minerals

Mined to the said party of the first part this agreement shall cease and be forever Null and Void, at the election of the party of the first part, In Testimony Whereof the parties to these presents have hereunto set their hands and seals the day and year first above written,

W. H. Studivant. (L S)
Robt Atchison (L S)

Witness. J. M. Fields.

It is further agreed to and shall become the Basis for settlements of Tonage, for the payment of Royalty to the party of the first part, That he shall have access to the books of Mr Levi for the above purpose. And further should Mr Levi Close down the Mines of his own Volition he shall pay to Mr W H Studivant as a minimum Royalty the Sum of Fifteen Dollars per month to be paid each month and failure of the party of the second part to comply with same within Thirty days shall work a forfiture of this lease,

W. H. Studivant.
Leo. Levi.

Witness J. M. Fields.
Robt. atchison

Filed for record July 20th 1901. And recorded.

A. P. Longshore
Judge of Probate.