Levi to Gonel Coal Mining Co.

The State of Alabama } Articles of agreement made
Shelby County } and closed this 18th day of July A.D. 1901. between Leo. Levi of the County of Jefferson and State of Alabama. Party of the first part. and Leo. Levi of Birmingham Jefferson County Alabama. party of the second part witnesseth. That the said party of the first part for himself and his heirs, executors administrators and assigns for and in consideration of the sum of one ($1.00) Dollar the receipt of which is hereby acknowledged, and for the further consideration hereafter mentioned and on account of covenants hereafter continued hereby lesses 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 the south east quarter of section twenty three (23) Township Twenty (20) South Range four, Reserving the stone quarry of said land also the timber over ten inches in Diameter on said lands with the right to haul said larger timbers, Containing Eighty acres more or less for the purpose of mining Coal, Iron ore and other minerals on said land for the term of Ten Years with privalege to renew at end of said term for ten Years more at same rate, Said party of the 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 Water upon same necessary for the development working and mining of said Coal, Iron ore and other materials. and the preperation 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 description over the same necessary for the convenient transportation of said Coal, Iron are and other minerals from said lands and the conveying and traspotation to and from said lands all material and Implements that may be of

use in Mining and removal of said Coal, Iron ore and othe minerals or in the preperation of same 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 operation And in case said party of the second part is sucessful in finding Coal, Iron ore ~~and~~ or other minerals in under or upon said property, said party of second party agrees in case Coal, Iron and other minerals or rather, are mined upon said property to pay said party of the first part, as Royalty on all Coal mined Six Cents per ton
all Iron ore — cents per ton
all Royalty coming due under this Contract to be paid monthly, And in case said party 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 some propitable, or should said party elect at any time not to continue said mining operation, 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 privileges therein 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 agrees and this indinture is made with the express possession 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 every thing 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 of the said party of the said party of the second

or his assigns should fail for a period of ~~three~~ two months to mine Coal, Iron ore or other minerals, or fail for a period of ~~three~~ two months to pay Royalty 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 thereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Leo Levi (L S)

Witness.

$1.00 Cts. STAMP

It is further agreed to & shall become the Basis for settlement of Tonnage for the payment of Royalty to the party of the first part, That Mr Levi or his representive shall have access to the Books of the Gould Coal and Mining Co. for the above purpose and further should they the Gould Coal and Mining Co. close down the mine of their own Volition they shall pay to Mr Leo Levi as a minimum Royalty the sum of Thirty Dollars per month and failure to do so within Thirty days by the Gould Coal & mining Co shall work a forfeiture of this lease as agreed on between the parties of the first and second part.

Leo Levi
Gould Coal & Mining Co.

Witness.
J. C. Diez

Filed for record July 20th 1901, and recorded.

A. P. Longshore
Judge of Probate