

STATE OF ALABAMA) KNOW ALL MEN BY THESE PRESENTS, That whereas, I am justly indebted to Harman Thomas of Shelby County Ala. in the sum of One Thousand Dollars (\$1000.00) and whereas I have leased from S. S. Stanfield of Clanton Chilton County Alabama, for a term of ~~one~~ years, One saw Mill complete, with Machinery and all attachments, as now located near Pelham in said County, said lease having commenced on the 1st day of March 1902, and to be terminated on the 1st day of March 1904, and whereas the amount due by me to said Stanfield on-said lease has been fully paid by me to said Stanfield as per settlement made between W. A. Collier, Esq., attorney for said Stanfield, and my self, in Birmingham Ala. on the 17th day of September 1902; and whereas under said lease contract with said Stanfield and verbal contracts since, I have the right and authority to sublease said Mill and machinery to any one else I may see proper to; and whereas, being desirous to pay the said Harman Thomas the amount I am justly due him to-wit: One Thousand Dollars. Now therefore in consideration of the premises, -of the above indebtedness of One thousand Dollars being paid in full by this lease, and in further consideration of Fifty Dollars to me in hand paid by the said Harman Thomas the receipt whereof is hereby acknowledged; I do hereby lease to the said Harman Thomas, in payment of said indebtedness of One Thousand Dollars, the said Saw Mill and Machinery leased by me from said Stanfield complete for the unexpired term of my lease from said Stanfield; the said lease by said Harman Thomas from me to commence on this day, the same being the 18th day of September 1902 and to expire on 1st day of March 1904-- The said Saw Mill is known in located on the following land belonging to me, situated near Pelham in said County and described as follows, to-wit: The N E 1/4 of S E 1/4 of Section 18 Tp. 20, R 2 West and eleven acres out of the N. E. corner of the N W 1/4 of S E 1/4 of Sec. 18, Tp. 20, R. 2 W and E 1/2 of N E 1/4 of Sec. 18 Tp. 20, R 2 W.

I also in further consideration of the above give, grant, and convey unto the said Harman Thomas all of the saw timber on said above described land, or so much of the same as he, the said Thomas, may cut off for sawing at said Mill during the continuance of this contract.

In further consideration of above premises and indebtedness to said Thomas

I hereby transfer, assign and set over unto the said Thomas all the bills and accounts due me now by the ~~sixth~~ Louisville & Nashville Rail Road Company for lumber.

It is however, unredstood by and between the said Herman Thomas and myself that all of his rights and privileges under and by virtue of this contract are to expire on the said 1st day of March, 1904.

Given under my hand and seal on this the 18th day of September 1902.

E. A. Bentley (L.S.)

Attest:

D. R. McMillan

E. A. Bentley Sr.

Filed for record September 18th 1902, and recorded,

A.P. Longshore,

Judge of Probate.