Lease

State of Alabama, This lease made this 1st day of Sept.
Jefferson County, 1902, by and between Mrs.
C. E. Dunlap of Norton, Kansas, party of the first
part, by F. B. Dunlap her agent, and the Birmingham
& Montevallo Coal Co. of Lacy, Shelby County, Ala.
with mines at Kimberly, Shelby County, Ala., and
the lessees of Sec. 7, Township 21, range 3, west, near
the line of the Southern R. R. Co., party of the second
part. Witnesseth:

First:

That the party of the first part does hereby rent and
lease unto the party of the second part the follow-
ing property to wit: one Flory hoisting engine about
16 horse-power, one No. 6 Cammeron pump, one
boiler about 40 horse power, 14 5-4, fourteen
(14) coal cars, 12 in. wheel, for and during the term
of one year.

Second:

It is agreed between the party of the first part
and the party of the second part that the value

of the above machinery for the purpose of this lease shall be the purchase price, or its cost value to the party of the first part, to wit: $700.00.

Third.

It is further agreed that the party of the first part, at the termination of this lease, will sell the above described machinery to the party of the second part for $700.00, and that the party of the second part agrees to purchase the same as above described for $700.00.

Fourth:-

It is agreed that the Birmingham & Montevallo Coal Co, party of the second part, shall pay a monthly rental of $40.00 per month payable monthly in advance for the use of said above described machinery, and shall keep the same in good repair, and at the expiration of one year from the date of this lease, if not sooner, shall pay to the said Mrs. C. E. Dunlap, her agent or attorney the sum of $700.00.

Fifth

It is further agreed between Mrs. C. E. Dunlap, party of the first part, and the Birmingham & Montevallo Coal Co., party of the second part, that if the party of the second part fails to pay said monthly rental for three consecutive months, then and in that case this lease shall be null and void, and the lessor, her agent or attorney, shall have the right to enter upon the premises of the lesee and remove said above described property, or to take such other remedy by law as she may deem necessary.

Sixth:-

The Birmingham & Montevallo Coal Co., party of the second part, agrees not to remove or otherwise dispose of said above described machinery without the written consent of the party of the first part.

Seventh:-

It is agreed between the party of the first part and the party of the second part, that this lease may be canceled at the expiration of six months from the date of or from the time the same was entered into between the party of the first part and the party of the second part on the pay-

ment of the above mentioned purchase price, to wit: $700.00
In testimony whereof we have hereunto set our hands and seals this 17th day of September, 1902.

Witnesses. J. K. Smith. Pres.
A. H. Smith F. B. Dunlap for Mrs. C. E. Dunlap.
E. A. Wilson of T.B.D.

Filed for Record on the 9th day of Janiy 1903 at 4 O'clock P.M. and Recorded
A. P. Longshore, Judge of Probate.