State of Alabama } This contract entered into this
Shelby County. } 19th day of December, 1902, by
and between Mrs. C. E. Dunlap, party of the first
part by F. B. Dunlap her agent, and the Birming-
ham & Montevallo Coal Company, party of the sec-
ond part, by its Vice-President and Secretary, as per vote
of Board of Directors at a called meeting held on the
19th day of December, 1902, authorizing said Birming-
ham & Montevallo Coal Company by said Vice-Pres-
ident and Secretary to enter into this contract.
Witnesseth

First.-

That Mrs. C. E. Dunlap of Horton, Brown County
Kansas, the party of the first part, by F. B. Dunlap
her agent, agrees to furnish $500.00 for the erection
of four (4) houses described as follows No. 1,
known as commissary, three double houses
numbers 4 & 5, 6 & 7, 8 & 9; said houses now being
erected at Birmont near the mines of the Birming-
ham & Montevallo Coal Company, at Birmont, Shel-
by County, Alabama: more particularly described as
follows: on the Northeast quarter of the Southwest
quarter and the Southeast quarter of the Southwest
quarter, in Sec. 7 (seven) Township 21, range 3 (three)
west, in Shelby County, Alabama.

Second:-

That the Birmingham & Montevallo Coal Company,
party of the second part, agrees to allow the party of
the first part, free of all claims or charges, the
use of necessary ground on which to erect said houses,
that the party of the second part guarantees to the
party of the first part a monthly rental of not less

than $3.00 per month for each house, or $12.00 per month for four houses, guaranteeing to the party of the first part at least $12.00 per month for four houses for one year from the date of this contract and $12.00 per month thereafter until said Birmingham & Montevallo Coal Company, party of the second part pays to Mrs. C. E. Dunlap, party of the first part, or F. B. Dunlap her agent, $500.00 the cost of building said houses over and above the monthly rental of said houses.

Third

It is further agreed that the Birmingham & Montevallo Coal Company, party of the second part, after the expiration of one year may pay to the party of the first part, her agent or assigns, $500.00 and in that case and in consideration of the same, the party of the first part agrees to sell to the party of the second part all interest and title in said houses to the party of the second part.

Fourth:-

That the party of the second part is hereby authorized to rent out said houses and collect all rents from the tenents of said houses and turn the same over to the party of the first part or her agent or assigns, not to exceed $3.00 per house or $12.00 per month.

Fifth:-

It is further agreed that the party of the first part, her agent or assigns, may remove said houses at any time before the party of the second part tenders or offers to pay to the party of the first part $500.00

Witness
John A. Smith.

Birmingham & Montevallo Coal Co.
By John K. Smith Vice Pres.
E. A. Wilson, Sec.

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