An agreement, made and entered into this 3rd day of June, 1904, by and between Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part, and Lathrop-Hatter Lumber Company, a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter for convenience styled the Lumber Company, party of the second part; Witnesseth: That The Railway Company, for and in consideration of the rents or sums of money herein reserved to be paid by the Lumber Company, and of the covenants of the Lumber Company upon its part to be kept and performed as hereinafter expressed, has leased and demised, and by these presents does lease and demise unto the Lumber Company,

19996 ft. or 166 tons and 1419 lbs. of 56 lb. relay steel rail.
1050 ft. " 9 " " 840 " " 60 " " " "
1346 angle bars weighing 9 tons and 1376 lbs.
2298 track bolts " 2100 "

said rails and fastenings aggregating a total estimated weight of 186 and 1255/2240 tons; and being the same rails and fastenings which are to be used by the Lumber Company

in building an extension of a certain logging railroad in sections 3 and 10 of Township 18 in Range 2-E, in the County of Shelby and State of Alabama; the location of which is substantially as shown upon the blue print map hereto annexed and made a part of this agreement. To Have And To Hold the said rails and fastenings unto the Lumber Company, its successors and assigns, for the full term of Two (2) Years, beginning on the 9th day of November 1903, and ending on the 9th day of November 1905, and ending on the 9th day of November 1905; Together with the Privilege (unless this agreement shall be terminated as hereinafter provided) of renewing this lease upon terms and conditions as to rental and other things as may be agreed upon, for a second term of three (3) years from the said 9th day of November 1905; Provided, however, that the Lumber Company shall serve upon the Railway Company notice, in writing, of its election to renew the same not later than the 1st day of September 1905; upon the Lumber Company's Yielding and Paying, however, unto the Railway Company, the annual rent or sum of Three Hundred and Thirty-Five and 81/100 Dollars ($335.81); said sum being the interest at six (6) per cent per annum upon the agreed valuation of said rails and fastenings at Thirty Dollars ($30.00) per ton (2240 lbs.) of the aggregate weight thereof; payable in equal monthly installments of Twenty-Seven and 98/100 Dollars ($27.98), upon bill rendered by the Railway Company in the usual course of business. And The Lumber Company hereby covenants and agrees:

1. That it will pay the rents reserved in the manner specified.
2. That it will use the said rails and fastenings for the purposes aforesaid and no other, and moreover, will not assign this lease, or sublet said rails and fastenings or any part thereof, to any third persons or persons, except upon the consent, in writing, of the Railway Company.
3. That it will, at all times during the life of this agreement, keep and sufficient number of crossties under the said rails to prevent the same from bending or kinking.
4. That in the event that the Lumber Company shall be in default for thirty (30) days in the payment of any installment of the rent herein reserved, after the same shall be due, or shall violate any other of its covenants in this

agreement contained, then forthwith upon such default or violation, and at all events upon the expiration of the term hereby created, or of the second term herein provided for (if the option to renew this lease, hereinbefore granted, shall be exercised by the Lumber Company), or in the event of the sooner termination of this agreement as hereinafter provided, the Lumber Company will return the said rails and fastenings unto the Railway Company f. o. b. cars of the Railway Company at Pell City, in good condition, ordinary wear and tear excepted; or, in default thereof, the Railway Company may re-enter upon said line of railroad and premises of the Lumber Company and take up said rails and load same upon cars at Pell City, at the cost and expense of the Lumber Company. above interlining made before signing.
In Witness Whereof, the parties hereto have executed these presents the day and year first above written.

Southern Railway Company,
By W. W. Finley
Second Vice-President.

L. S.
Geo. R. Ryderson, Assistant
Attest: ~~John B. Marbury~~ Secretary

Lathrop-Hatten Lumber Company
By T. H. Lathrop
President

L. S.
Attest: John B. Marbury, Secretary.

5-5-04-AC

State of Alabama, }
St Clair County. } ss:
I, W. S. Forman, Judge of Probate in and for said State and County, hereby certify that T. H. Lathrop and John B. Marbury, President and Secretary of Lathrop-Hatten Lumber Company, a corporation, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as President and Secretary of said Lathrop-Hatten Lumber Company, executed the same voluntarily in the name and behalf of said corporation, on the day the same bears date.
And the said John B. Marbury, Secretary, as aforesaid, being by me first duly sworn, says that he knows the corporate seal of said Lathrop-Hatten Lumber Company; that the seal affixed to the foregoing instrument is the corporate seal thereof, and that he affixed said seal to said instrument by authority of the Board of Directors of said corporation, and signed his name in attestation

thereof and of the execution of said instrument by the said President of said corporation. Given under my hand and official seal, at office, in said County, this 3 day of June, 1904.

W. S. Forman,
Judge of Probate.

Probate Court D. C.

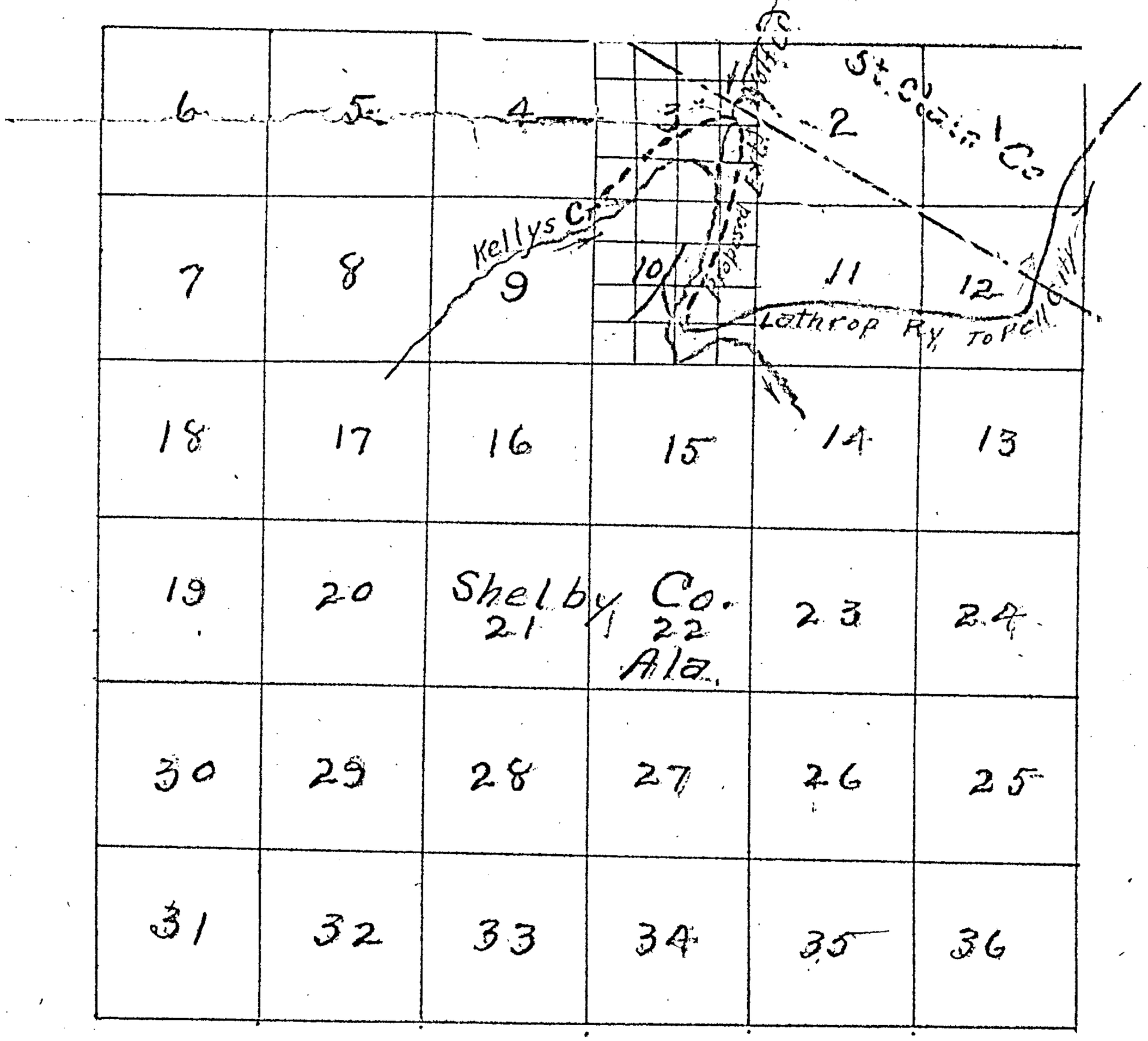
District of Columbia,
City of Washington. } I, Pearce Horne, Jr., a Notary Public in and for said District and City, hereby certify that W. W. Finley and George R. Anderson, Second Vice President and Assistant Secretary of Southern Railway Company, a corporation, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they, as Second Vice President and Assistant Secretary of said Southern Railway Company, executed the same voluntarily in the name and behalf of said corporation, on the day the same bears date. And the said George R. Anderson, Assistant Secretary, as aforesaid, being by me first duly sworn, says that he knows the corporate seal of said Southern Railway Company; that the seal affixed to the foregoing instrument is the corporate seal thereof, and that he affixed said seal to said instrument by authority of the Board of Directors of said corporation, and signed his name in attestation thereof and of the execution of said instrument by the said Second Vice President of said corporation. Given under my hand and official seal, at office, in said City, on this 6 day of July, 1904.

Pearce Horne, Jr. S. S.
Notary Public.

Notary Seal Public

Filed for record June 11th 1904 and recorded.
A. P. Longshore, Judge of Probate.

T 18 R 2 E - Sec's 3 + 4



Sketch showing proposed extension of Lathrop-Hetten Lumber Co.'s Lumber track

April 15th 1904 -