State of Alabama, Jefferson County. } This Agreement entered into this the 3rd day of Febry 1911, by and between the Smoresage Land Company, hereinafter called the party of the first part, and Joseph Carroll and Elvira Carroll, hereinafter called the parties of

the second part; Witnesseth;
1. In Consideration of the Conveyance to the party of the first part by the parties of the second part, by deed dated the 3rd day of Feby, 1911, of their interest in the following described land, and all improvements located thereupon, and upon the Conditions herein expressed, the party of the first part does hereby grant unto the parties of the second part the right to live upon and use the West half of the North-West quarter of Section 9, and the East half of the North-East quarter of Section 8 Township 21 South of Range 3 West, Shelby County Alabama, together with all improvements located thereupon, during the terms of the natural lives of each or both of the said parties of the second part;
2. The use of said land and improvements by the parties of the second part as aforesaid shall be restricted to the Cultivation of the soil and the Cutting of such timber as may be necessary for the proper maintenance of the premises for farm and residence purposes, the benefits of which would accrue to said parties of the second part; and said parties of the second part shall have no right to sell or otherwise dispose of any of the timber located upon the land which they are herein granted the right to occupy;
3. The parties of the second part shall have the right to lease or rent any portion of the tillable land or premises which they are herein granted the right to use but, in the event of their abandonment of said land or premises as their place of residence, the rights herein granted shall immediately cease and determine;
4. The parties of the second part shall not permit the entering or remaining upon the land or premises which they are herein granted the right to use of any person or persons whose presence upon said land or premises would be objectionable to the party of the first part its successors or assigns; and, should the parties of the second part, upon receipt of written notice from the party of the first part, its successors or assigns, fail

to prevent such person or persons from entering or remaining upon said land or premises the right herein granted may, at the election of the party of the first part, its successors or assigns, be immediately terminated; and the party of the first part, its successors or assigns may then, immediately and without notice to the parties of the second part, take possession of said land or premises;

5: The parties of the second part shall during the period of time in which the rights herein granted are exercised, use their best efforts to prevent forest fires upon the land which they are herein granted the right to use, or upon any other land owned by the party of the first part, its successors or assigns, in the vicinity thereof.

In witness whereof, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

Witness:
Pearl Dillon
W. C. Vail

Tennessee Coal Company,
By W. B. Allen
Manager Land Department

Witness:
Burr Nubors
B. C. Jones

Joseph his + mark Garrall (Seal)
Elvira her + mark Garrall (Seal)

Filed and recorded June 27-1911
A. P. Longshore
Judge of Probate