State of Alabama } This agreement of lease, hereinafter for brevity known
Jefferson County } and designated as This Lease, made and entered into
this first day of January A.D. nineteen hundred and eleven, by and be-
tween Republic Iron and Steel Company a corporation organized
and existing under and by virtue of the constitution and laws of the
State of New Jersey hereinafter known and designated as Lessor, and
R. H. Brown hereinafter known and designated as Lessee witnesseth;
That Lessor does hereby lease to Lessee the following described real
estate to wit: The West half of the Southeast quarter of the Northeast
quarter, The Southwest quarter of the Northeast quarter, The East half
of the Southeast quarter, The southwest quarter of the southeast quarter
That part of the northwest quarter of the southeast quarter, That part
of the southeast quarter of the southwest quarter and that part of
the northeast quarter of the southwest quarter situated easterly of
Shades Creek, all in Section eleven, Township twenty one, South of
range five west, partly in Bibb County and partly in Shelby County
Alabama, and containing approximately two hundred thirty eight
acres, more or less being leasehold numbered sixteen, Identified
on the map of Lessor and shown bordered in blue on the map hereto
attached and made a part of this instrument, the hereinbefore de-
scribed land being hereinafter, for brevity known and designated
as The Land: on the terms and conditions following to wit:
First. From and out of The Land and from and out of This Lease are re-
served and excepted; (a) a certain parcel of land situated in the East
half of said southwest quarter said parcel being colored yellow on
said map and commonly known as the Shady Grove Church site
(b) a certain parcel of land situated in the South half of said
southeast quarter said next above mentioned parcel being colored
green on said map and used as a cemetary and (c) the minerals
in under and on The Land, together with the right to mine and
remove the same, This Lease being granted only for purposes

of residence, farming and pasture; Second. The existence of This Lease shall be for and during a term of ten calendar years beginning with first day of January A.D. nineteen hundred and eleven and ending with the thirty first day of December A.D. nineteen hundred and twenty: Third. This Lease is made and entered into by Lessor in consideration of the acts and covenants hereinafter set forth to be performed by Lessee and in further consideration of the sum of one dollar as rent for The Land in hand paid by Lessee to Lessor the receipt whereof is hereby acknowledged.

Fourth. Lessee shall cultivate as much of The Land as, in his judgment is suitable therefor and will yield him adequate returns. Should Lessor desire to have cultivated more of The Land than, in the judgment of Lessee, will be convenient and profitable to him, and Lessor is willing to pay Lessee a reasonable sum for clearing, fencing and cultivating the same, Lessee shall do such work or cause it to be done or shall permit Lessor to have it done without pay to Lessee, providing such work be done without interfering with other farming operations of Lessee. Lessee shall, from time to time, inspect and keep watch of any parts of The Land not under cultivation;

Fifth: During the existence of This Lease, Lessee shall neither cut nor remove nor allow anyone else to cut or remove from The Land any timber of any character or description; but Lessee shall have the right to cut and remove from The Land any dead or fallen timber: and, on written permission from Lessor, Lessee may clear of timber such parts of The Land as he may desire to cultivate; and should Lessee desire to enclose within a fence any part of The Land he may, with the written permission of Lessor for the purpose next aforesaid, cut and use for fence posts any suitable timber on The Land;

Sixth: During the existence of This Lease any fences or structures which may hereafter be placed by Lessee on The Land shall be and remain the property of Lessee, and, at the expiration of This Lease or at the earlier termination thereof as hereinafter provided Lessee shall have the right to remove the same within thirty days after such expiration or earlier termination.

Seventh: During the existence of This Lease, Lessee shall use his best efforts to prevent forest fires on The Land or on any other lands owned by Lessor in the vicinity thereof, and should such forest fires occur Lessee shall, in the best manner possible, extinguish said forest fires, or endeavor so to do, employing his own time as well as the time of such other persons as may be required for the purpose; and for such services, Lessor shall pay to Lessee and to others who may assist him such compensation as may be reasonable; provided Lessee furnishes to Lessor satisfactory proof of the correctness of his statement of the amount claimed to be due for such services rendered, within thirty days after the rendition of said services; Eighth:— During the existence of This Lease, Lessee shall promptly report to Lessor the name of any person or persons

who may be discovered or suspected of causing the burning of timber or underbrush on The Land or on any other lands owned by Lessor in the vicinity thereof as well as any other information in regard thereto which may be desired by Lessor and which it may be possible to procure.

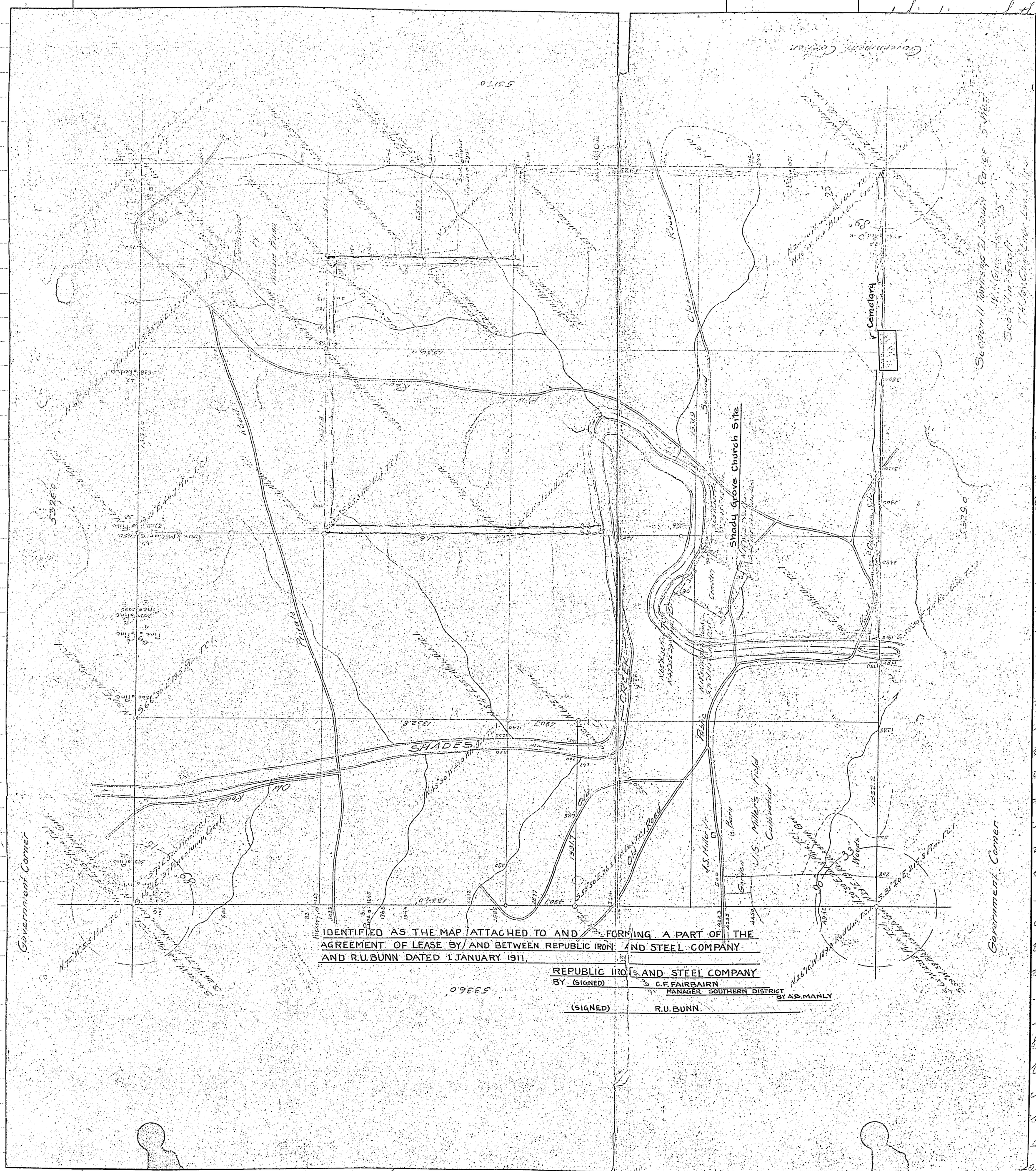
Ninth:- Lessee shall prevent trespassing upon The Land and upon any other lands owned by Lessor in the vicinity thereof so far as he is able so to do. In case of continued trespassing upon The Land or upon any of said other Lands, Lessee shall immediately notify Lessor of the fact.

Tenth. Lessee shall not permit the entering or remaining upon The Land or structures thereon, of any person or persons whose presence thereon or therein would be objectionable to Lessor; and should Lessee on receipt of written notice from Lessor, fail to prevent such person or persons from entering or remaining thereon or therein, This Lease may at the election of Lessor be immediately terminated, and Lessor may then immediately and without notice to Lessee, take possession of The Land.

Eleventh. Without the written consent of Lessor first obtained Lessee shall not transfer This Lease nor sublet the whole or any part of The Land, nor permit any one to occupy or cultivate the whole or any part of The Land, or to occupy any structures thereon.

Twelfth. Should Lessor, its successors or assigns, or parties in their interest, construct or operate or desire to construct or operate a structure or structures, mill or mills, work or works, upon the whole or any part of The Land or upon other lands so near to The Land, that such construction or operation would be interfered with by the cultivation or occupation of The Land and give to Lessee ninety days notice in writing of such construction or operation or desire to construct or operate, then This Lease shall terminate and, within said last named ninety days, Lessee shall quietly and peaceably remove from The Land and shall yield possession thereof to Lessor. Should Lessee, on receipt of the notice in writing next above mentioned, have growing crops on The Land which it shall not be possible to harvest before the expiration of the time specified in the notice in writing next above mentioned, Lessor may, at its option, prolong said next above mentioned expiration to a time when said growing crops can be harvested. In the events before described in this twelfth clause, Lessor shall not be liable to Lessee for any loss or damage growing out of or related to the failure of Lessee to harvest any crop or crops from and on The Land. Should Lessor not prolong said next above mentioned expiration, Lessor shall pay to Lessee a reasonable sum as full satisfaction for any loss or damage sustained by Lessee by reason of the inability to harvest any growing crop from and on The Land. Should the parties hereto be unable to agree on such reasonable sum, they shall select a disinterested third party to act as arbitrator to whom shall be referred the question of the amount for any loss or damage established by reason of the working of this twelfth clause, and whose decision shall be final

Map.


Government Corner
Section 11 Township 21 South Range 5 West
Gadsden County Florida
Cemetary
Shady Grove Church Site
Second
Road
Old
Road
Old Road
SHADES
CREEK
Pearson Rd.
Cemetary
Barn
J.S. Miller's Cultivated Field
Garden
Woods
Government Corner
Government Corner
Hickory
Pecan Gap
Old Road
Old Road
Old Road

and binding on both parties hereto. The expenses of said arbitration shall be paid by that party hereto whose estimate of the amount of said loss or damage shall be the more remote from the sum awarded by said arbitrators.

In witness whereof the parties hereto have executed this Lease in duplicate.

Republic Iron and Steel Company
by C. J. Fairbairn, Manager
Southern District.

Witnesses to signatures of
C. J. Fairbairn:
S. B. Slater.
W. E. Shofner.

Witnesses to signature of R. U. Burn. -
A. B. Manly.

R. U. Burn.

Lease prepared and recommended:
Stephen R. Coleman - Land Agent.
Lease approved:
W. M. J. Penhallegan, General Superintendent Ore Mines and Quarries.
Approved as to form:
Walker Percy. A.B. Southern Counsel.
Map certified correct.
A. B. Manly. - Civil Engineer Land Department.

The State of Alabama
Shelby County } I hereby certify that the within conveyance was filed in this office for record Nov. 16, 1912 at 3 o'clock P.M. and recorded in Deed Record 4 page 423 and examined.

A. P. Longshore
Judge of Probate