

State of Alabama }
 County of Shelby } Known All men by These Presents That
 Whereas by agreement of even date and exe-
 cuted contemporaneously herewith, the Tennessee Coal, Iron and
 Railroad Company has granted unto the undersigned, the
 right to mine and remove the Coal contained in the upper
 Thompson Gholson and Clark seams in the following de-
 scribed land said right so granted being subject to the
 terms and conditions and also to royalty payment con-
 siderations described in instrument evidencing said agree-
 ment, reference to which agreement instrument is hereby
 particularly made: The South-East quarter of South West quarter
 the West half of South-East quarter and the South West quar-
 ter of South-East quarter of South-East quarter of
 Section 29, the East half of South-East quarter of Section 31,
 the South-West quarter and the North half of Section 32, Town-
 ship 21 South of Range 4 West, located partly in Bibb County
 and partly in Shelby County Alabama.
 Now Therefore, in consideration of the premises and of the
 execution of aforesaid agreement by said Tennessee Coal,
 Iron and Railroad Company, and for value received, the

undersigned does hereby grant, assign and convey to said Tennessee Coal, Iron and Railroad Company as security for the payment of the royalties due and to become due from the undersigned to said Tennessee Coal, Iron and Railroad Company under and by virtue of the terms of the agreement hereinbefore referred to, and as security further for the payment of any other sums of money by way of annuity or otherwise which may become due from the undersigned to said Tennessee Coal, Iron and Railroad Company and which are based upon said agreement or upon the mining or removal of said Coal a lien upon all structures, improvements, engines, boilers, machinery, rails, tramcars, equipment and tools of every kind, character and description which may during the existence of said agreement be placed in or upon said described land or upon the southeast diagonal half of the North-East quarter of South-West quarter and the Southeast diagonal half of the South-West quarter of Section 29, Township 21 South, of Range 4 West, Shelby County Alabama, or which may be used in mining or removal of said Coal should any default be made by the undersigned in the payment of any royalties or other sums of money which may become due to said Tennessee Coal, Iron and Railroad Company based upon said agreement or upon the mining or removal of said Coal or should default be made in the performance of any of the other terms and conditions of said agreement, then said Tennessee Coal, Iron and Railroad Company, at its option shall be authorized to take possession of any or all of the property of the undersigned above described and to sell the same at public outcry to the highest bidder for cash at any public place in any County of the State of Alabama, wherein all or any of the said property may be located when seized, after first giving notice of the date, place and terms of said sale, together with a description of the property to be sold, by advertisement once a week for three successive weeks in some newspaper published in the County where said sale shall take place.

The proceeds from said sale shall be applied as follows: First, to the expense of taking possession of, caring for and selling said property, including a reasonable attorney's fee;

Second, to the payment of all sums due and owing by the undersigned to said Tennessee Coal, Iron and Railroad Company and based upon said agreement or upon the mining or removal of said Coal; and third, the balance, if any, to be delivered to the undersigned.

Should it become necessary to bring any action for the foreclosure of this lien and should this property be sold by order of any Court, all costs and expenses of said proceedings shall be deducted from the funds derived from the sale of said property and a reasonable attorney's fee shall be included in said expenses.

The Tennessee Coal, Iron and Railroad Company shall have the right to purchase any property sold under the powers of sale given hereby provided it be the highest bidder therefor. The sale of part of the property covered by this lien shall not terminate the powers of sale granted hereby and said Tennessee Coal, Iron and Railroad Company shall have the right to exercise the power or powers of sale given above at any time or times when default may occur as is hereinbefore provided, so long as any of the property covered by this lien shall remain unsold. At any sale, said Tennessee Coal, Iron and Railroad Company shall be authorized to sell the property which may be offered for sale in bulk or in separate parcels as it may deem best and shall be authorized to sell all or any part of the property offered for sale.

It is further provided, however, that the maximum sum of money to be secured by this lien shall not at any one time exceed the sum of Five Thousand and ⁰⁰/₁₀₀ Dollars (\$5,000 ⁰⁰/₁₀₀).

In witness whereof the undersigned has caused these presents to be duly executed in its name and behalf by its President, G. F. Peto, and its Corporate seal to be hereunto affixed and attested by the signature of its Secretary, E. F. Hunter, who are therunto duly authorized this the 12 day of March 1917.

Attest: E. F. Hunter

Secretary.

Tennessee Coal and Coke Company,
By G. F. Peto - President

State of Alabama, } J. G. W. Justice, a Notary Public in and
County of Shelby } for said County, in said State, hereby

61

Certify that J. F. Peter and E. F. Hunter whose names as President and Secretary respectively of the Southern Coal and Coke Company, a Corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they as such officers and with full authority executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal of office this 12 day of March, 1917.

J. H. Justice

Notary Public.

The State of Alabama, } I hereby Certify that the within
Shelby County. } Certificate was filed in this
office for record 23-day of April 1917, at 8 o'clock
A.M. and recorded in Deed Record 60, pages 608-11
and examined.

J. H. Weaver

Judge of Probate