State of Alabama, Shelby County. } This Indenture, made this 9th day of May, 1917 between J. D. Ruffin of Shelby County Alabama and C. A. Ruffin his wife party of the first part and T. Britton Jr. and J. M. Cobb of Jefferson County, Alabama, parties of the second part, Witnesseth:

In Consideration of the rents, covenants and agreements hereinafter reserved and contained, said party of the first part does grant and convey to said parties of the second part, their heirs, executors, administrators, assigns, transferees, licensees, assignees and grantees, the right of entering in and upon and under the land hereinafter described for the purpose of searching for coal of every kind and description and of conducting mining and quarrying operations upon a choice of two seams of coal for a period of ten (10) years from date, and does hereby grant the right to mine two (2) veins or seams of coal which prove the most profitable to the parties of the second part lying upon, in and under said described land, to-wit:

Northwest Quarter of the Northwest Quarter of Section 18, Township 20, Range three 3 West situated in Shelby County, Alabama, and the party of the first part does

grant and convey to the parties of the second part the right to make as many openings as necessary on said land, for the purpose of mining and removing of said coal from said land; and to erect and maintain buildings convenient for operating the premises under this grant; and the right to use water and timber of every kind necessary from said lands for mining said coal; from said land only and the right of way over same for any and all purposes; for removing coal from said land and the right of ingress, egress and regress for such purposes; and of removing, within thirty or within six months after the taking thereof any machinery or improvements other than material taken from said lands, placed or erected in or upon said lands by said parties of the second part, provided all lawful claims of party of the first part have been paid in full.

It is further understood and agreed that the party of the first part may have the privilege of purchase, at a reasonable price, such improvements placed upon said land by parties of the second part upon abandonment of this lease by said parties of the second part.

It is further understood and agreed that the parties of the second part shall operate and search for coal and other minerals in, upon and under said above described land in accordance with the mining laws of the State of Alabama and of the United States, shall not remove any pillars without written consent of party of the first part. The party of the first part grants to the parties of the second part the right to use said lands for the ingress, egress and regress for mining coal from adjoining and other lands during the terms of this agreement while mining coal from said above land.

That the parties of the second part agree to pay to the party of the first part a royalty of fifteen (15¢) cents per ton of 2000 lbs for all coal mined from said land, on the 15th day of each month for the month previous.

It is further understood and agreed that the parties of the second part shall begin work within Sixty (60) days from the date of this agreement; that in the event parties

of the second part fail to operate said mine or mines after they have been mining Coal for a period of six (6) months, the parties of the second part forfeit to the party of the first part fifty ($50.00) dollars per month as long as the mines are idle and under no want or circumstances shall parties of the second part forfeit the sum of fifty - ($50.00) dollars to the party of the first part, if said mine be idle on account of any unavoidable accidents at mine on their part, or caused by strikes, or by the act of God, The parties of the second part shall have the right to transfer this agreement to the Co-operative Mining Company or similar firm or Corporation, to be formed by themselves and associates.

It is further understood and agreed that failure on the part of the parties of the second part to pay to the party of the first part the sum of Fifty Dollars ($50.00) forfeit for abandonment of mine or mines for a period of two (2) consecutive months shall render this agreement null and void.

In witness whereof we have hereunto set our hands and seals, this the 9th day of May 1917.

J. D. Ruffin (Seal)
C. A. Ruffin (Seal)
L. Britton Jr. (Seal)
J. W. Cobb (Seal)

Witnesses:
R. L. Figgett
L. H. Andrews.

Birmingham, Ala, Jefferson County. | We the undersigned do hereby transfer, assign and set over all our right, title and interest in and to the above lease to the Co-operative Mining Company Inc. this the 16th day of May 1917.

L. Britton Jr.
J. W. Cobb

State of Alabama, Shelby County. | I, Jos F. Lambert, a Notary Public in and for said County, in said State, hereby certify that J. D. Ruffin and C. A. Ruffin 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 9th day of May 1917.

(Seal)

Jos. F. Lambert
Notary Public.

The State of Alabama } I, Jos. F. Lambert a Notary Public
Shelby County. } in and for said County in said State
hereby certify that on the 9th day of May 1917, came before
me the within named C. A. Ruffin known to me to be the
wife of the within named J. D. Ruffin, who being examined
separate and apart from the husband, touching her sig-
nature to within conveyance, acknowledged that she signed
the same of her own free will and accord, and without
fear, constraints or threats on the part of the husband.
In witness whereof, I hereunto set my hand, this 9th
day of May A.D. 1917.

(Seal) Jos. F. Lambert. Notary Public.

The State of Alabama } I hereby certify that the within
Shelby County. } Loan was filed in this office
for record 15-day of August 1917, at 9 o'clock A. M.
and recorded in Deed Record 61 Pages 344-47
and examined.

L. H. Weaver Judge of Probate