(114) This Contract this day entered into by and between J. J. McLean, party of the first part, and C. E. Mayerhoff, party of the second part, Witnesseth:

That the said C. E. Mayerhoff by and with the consent of the C. L. Gray Lumber Company, a corporation, hereinafter named, doth hereby sell, bargain, convey and warrant unto J. J. McLean, on the terms and conditions hereinafter stipulated, a turpentine and rosin lease for three years from the date hereof, on the lands hereinafter named and which lands are located in the Counties of Jefferson and Shelby, in the State of Alabama, and a description of said land upon which J. J. McLean has the turpentine and rosin lease can be ascertained by a reference to the deed of Betty & Sons Lumber Company to C. L. Gray Lumber Company of date February 3, 1919, and duly recorded in Book No. 65, pages 4 & 15 inclusive, in the office of the Probate Judge in the County of Shelby, and State of Alabama, and also recorded in Volume 949 of Deeds, page 62 of Jefferson County, Alabama, said deeds giving an accurate description of the lands upon which said C. E. Mayerhoff conveys to J. J. McLean the turpentine and rosin lease.

It is further understood and agreed that the

said J. J. McLean shall pay as lease money to C. E. Mayerhoff twenty-five per cent of the gross sales of the turpentine and rosin manufactured from the aforesaid lands, said payments to be made as and when the products are sold and collected for.
It is further understood and agreed that the said C. E. Mayerhoff is to manufacture lumber out of the timber on the aforesaid lands by the use of his mill now being constructed at Leeds Alabama.
It is further understood and agreed that C. E. Mayerhoff shall, on the 1st day of December of each year of this lease give notice to J. J. McLean of what timber that he C. E. Mayerhoff shall desire to manufacture for the next twelve months: and that J. J. McLean shall release said timber to be pressed by C. E. Mayerhoff covered by this lease. The said timber is to be manufactured, as aforesaid, by the use of C. E. Mayerhoff's Mill now being constructed at Leeds Alabama.
It is agreed that during the term of this lease, J. J. McLean shall have the right of ingress and egress, and the right to go and across and upon the same, and to construct wagon roads, tram ways over and across same for the purpose of exercising the privileges of this lease, and be vested with full right of way over and across any and all of said lands necessary to enable him J. J. McLean to enter upon and remove the turpentine and rosin so manufactured by J. J. McLean.
It is agreed that J. J. McLean is to cup and work the timber on said lands in the following manner. The cups shall be placed in the trees in such a manner as that a sufficient life line shall be left between all faces.
Trees from 10 to 14 inches in diameter shall have only one cup: trees from 14 to 20 inches in diameter shall have only two cups: and no tree shall have more than three cups.
J. J. McLean agrees to have the timber chipped so far as practicable, not greater than an average of three fourths to one inch, exclusive of the

bark; and agrees to use proper discretion in not cutting timber that the cutting thereof is liable to kill. J. J. McLean agrees that the apiaries are to be inspected and not nailed to the trees; and that nails for hanging cups shall not be placed higher than 12 inches from the ground the first year; and the second year agrees to use wooden pegs for hanging cups. C. E. Mayerhoff demands date to be fixed! Witness our signatures this the 16th day of December, 1919.

J. J. McLean
Party of the first part.
C. E. Mayerhoff
Party of the second part.

State of Mississippi
County of Lauderdale } I, Jno. E. May, Notary Public hereby certify that J. J. McLean, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the said conveyance, he executed and delivered the same voluntarily, on the day the same bears date.
Given under my hand and official seal this the 16th day of December, 1919.

Jno. E. May, Notary Public

State of Mississippi
County of Lauderdale } I, Jno. E. May, Notary Public, hereby certify that C. E. Mayerhoff, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed and delivered the same voluntarily on the day the same bears date.
Given under my hand and official seal this the 16th day of December, 1919.

Jno. E. May, Notary Public

This contract witnesses that C. L. Gray Lumber Company a corporation, domiciled at Meridian Mississippi, has read and understands the lease of C. E. Mayerhoff to J. J. McLean of date December 16th, 1919,

and hereby consents, ratifies and approves said lease so made by the said C. E. Mayerhoff to the said J. J. McLean to manufacture turpentine and rosin from the timber, on the lands referred to in said lease from C. E. Mayerhoff to J. J. McLean reference to which is hereby made in order to have an accurate description of said lands so leased to said J. J. McLean by C. E. Mayerhoff. Witness the signature of the said C. L. Gray Lumber Company by its proper officers, this the 17 day of December, 1919.

C. L. Gray Lumber Co.
A Corporation.
By C. L. Gray, President.
By J. G. Daley, Secty & Treas.

The State of Mississippi,
Lauderdale County } I, L. D. Caldwell, a Notary Public, in and for City of Meridian, said County and State, hereby certify that C. L. Gray and J. G. Daley whose names as President and Secty & Treas. of the C. L. Gray Lumber Company, a Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation. Given under my hand this the 17th day of October, 1919.

L. D. Caldwell
Notary Public.

State of Alabama,
Shelby County } I, G. W. Weaver, Judge of Probate, hereby certify that the within contract was filed in this office for record 22 day of March, 1920, at 2 o'clock P. M. and recorded in Deed Record 67, Pages 148-57 and examined.

G. W. Weaver
Judge of Probate