The State of Alabama } This Agreement, made and entered
Shelby County. } into this 26th day of March, 1921, by
and between the Southern Mineral Land Company hereinafter known as the party of the first part, and the Boothton Lumber Company of Boothton, Alabama, hereinafter known as the party of the second part,

Witnesseth:

That the party of the first part, has leased to the party of the second part from the 1st day of March, 1921, to the 1st of March, 1923, the following described property, situated in Shelby County, Alabama, to-wit —

Southwest Quarter of Southeast Quarter and Southeast Quarter of Southwest Quarter of Section Thirty (30), Township Twenty One (21) Range Four (4), with the privilege of cutting and preparing for market, any and all of the timber on said lands over ten inches in diameter two feet above the ground, which latter is hereby held to the party of the second part.

Reserving, however, to said first party, its successors and assigns, from and out of this lease, all minerals of every character and description which may lie in, on or under said lands, and reserving also the rights of way of ingress and egress to and from said lands for the purpose of prospecting for, mining, removing and preparing for market such minerals: together with the right to erect and maintain upon said land tipples or other mining structures which said first party, its successors or assigns may deem necessary for prospecting for, mining, removing and preparing for market of said minerals. And further reserving all timber thereon except the timber that is over ten inches in diameter two feet above the ground. Reserving also all water which may be in any stream, pond or lake which lies or runs wholly or in part on or within said land, which said first party, its successors or assigns may deem necessary for mining, removing, washing and preparing for market of any minerals which may now belong to said first party, its assigns or successors, whether the same shall lie in, on or under the lands herein conveyed, or whether the same shall lie in, on or under other lands; together with the right to use so much of said water in any way which the said first party, its assigns or successors, may deem necessary for the mining, removing, washing and preparing for market of said minerals; and the right, after using said water in washing said minerals or for any other of the above purposes, to allow said water to return to the stream, pond or lake from which it was taken, or to any other stream, pond or lake which may run or lie partly or wholly on or within said lands, regardless of whether or not said water, after being so used, may be polluted, it being distinctly understood that the first party, its successors and assigns, shall not be liable to the second

party on account of any pollution of any waters which may lie wholly or in part on or within said lands, where said pollution may be deemed by said first party, its successors or assigns, reasonably necessary to the mining, removing, washing and preparing for market of said minerals.

In consideration of the lease of the above land, and sale of all timber over twelve inches in diameter two feet above the ground, the party of the second part has agreed to pay the party of the first part, as rent for said premises, and as compensation for said timber as aforesaid on the delivery of this agreement, the sum of Four Hundred Fifty ($450.00) Dollars. The party of the first part covenants to warrant and defend unto the said second party the title of the property herein leased and conveyed against the lawful claims of any and all persons claiming by, thru or under said first party but not otherwise.

And the party of the second part agrees that he will neither cut nor remove from said lands during the continuance of this lease any timber ten inches or under in diameter, while he is in possession of said lands; that he will keep all trespassers off the lands embraced in this lease, and in case of continued trespass, will notify the party of the first part that he will not transfer this lease nor sublet the lands herein described, nor permit any one to occupy said lands without the written consent of the party of the first part; and that he will keep in repair all buildings, fences and other improvements which may exist on the lands described herein during the continuance of this lease. The party of the second part agrees to peaceably surrender the possession of said premises to the party of the first part at the expiration of this lease, on the 1st day of March, 1924.

And it is further agreed that if the party of the second part shall fail to pay said sum, or to perform or observe any of the covenants or agreements in this lease contained, and on his part to be performed or observed, then and in any of said cases, said first party may lawfully immediately or any time thereafter enter into and upon said premises, or any part thereof, in the name of the whole, and repossess the same as of its former estate and without prejudice to any other remedies, and upon entry as aforesaid

said this lease shall determine; and all moneys or other consideration paid by said second party as provided herein shall be forfeited to said first party as liquidated damages. Party of the first part reserves the right, without compensation to party of the second part, to cultivate for farming purposes any land herein leased, such cultivation not to interfere with the operations of the party of the second part.

It is also expressly agreed by the said Southern Lumber Co. with the said Southern Mineral Land Company, that upon the expiration of the term of this agreement or upon the violation by the second party, or any of the terms of this agreement, all legal and equitable title to all logs and timber which shall then not have been removed by the second party from the premises, shall become so instanti vested in first party, without any right to claim any compensation therefor by the second party, or otherwise.

In Witness Whereof, the parties hereunto set their hands in duplicate, the day and year first above written.

Witness: John R. Pill

Witness: John R. Pill

Southern Mineral Land Company
By Norman Staff
President

U. S. REVENUE STAMPS
for $..... and ..... Cts.
Attached to this instrument

Southern Lumber Company
By L. N. Moulton
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State of Alabama } I, G. M. Moran Judge of Probate,
Shelby County. } hereby certify that the within lease was filed in this office for record 4 day of April, 1921. at 8 o'clock A. M. and recorded in Deed Record 68 — Page 308 — 08 — and examined.

G. M. Moran
Judge of Probate