Oil and Gas Lease.

Agreement, Made and entered into the 25th day of July 1921, by and between the Sequivan Land Company of Birmingham, Jefferson County, State of Alabama, party of the first part and Gaston Scott, party of second part. Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of said party of the second part to be paid, kept and performed, has granted, demised, leased and let, and by these presents

to grant, demise, lease and let unto the said party of the second part, its successors or assigns, for the sole purpose of mining and operating for oil and gas and of laying pipe lines, and of building tanks, stations and structures thereon, to take care of the said products all that certain tract of land situated in Shelby County, and State of Alabama, described as follows:

Sec. T. R.		Acres
5. 20 1W.	N.W.¼ of NE¼ except 4 acres in S.W. corner, 25-acres on East side of S.W¼ of NE¼, N½ of N.W¼ S.W¼ of N.W¼, 25-acres on West side of S.E¼ of N.W¼, E½ of S.W¼ and N½ of S.E¼	366
7 - 20.1W.	NW¼ of NW¼; S.E¼ of S.W¼ and S.E¼ of Sec.	240
9 - 20-1W.	S½ of N.E¼ and S½ of Sec.	400
13 - 20 - 1W.	S.W¼ of N.W¼, N.W¼ of S.W¼ or S½ of S.E¼	160
14 - 20 - 1W.	NE¼ of S.W¼ and N½ of S.E¼	120
17 - 20 - 1W.	N½ of N.E¼, NW¼ of S.W¼ and S½ of S.W¼	200
18 - 20 - 1W.	E½ of N.W¼ and N½ of S.E¼	160
21 - 20 - 1W.	S½ of S.W¼ and S.E¼ of Sec.	240
22 - 20.1W.	E½ of S.E¼	80
23 - 20.1W.	S.W¼ of S.W¼	40
27 - 20.1W.	N½ of N.E¼, NE¼ of SE¼, S½ of S.E¼ or W½ of Sec.	520
29 - 20 - 1W.	W½ of N.E¼, NE¼ of N.W¼, S½ of N.W¼, W½ of S.E¼ and S.W¼ of Section	440
32 - 20. 1W.	N½ of S.W¼	80
14 - 20 - 2W.	W½ of N.E¼, N½ of N.W¼ or S.W¼ of S.W¼	200
22 - 20 - 2W.	S½ of N.W¼ and N½ of S.W¼	160
28 - 20. 2W.	S.W¼ of N.W¼	40
34 - 20 - 2W.	S½ of S.W¼ and S½ of S.E¼	160
35 - 20 - 2W.	S½ of N.W¼ and S.W¼ of Sec	240
36 - 20 - 2W.	S.W¼ of S.E¼	40
6 - 21 - 1W.	NE¼ of S.W¼, S.W¼ of S.E¼ and N.W¼ of S.E¼ except 1 acre where Davis School house is located and also except ½ acre where John M. Murphy's house is	118½
1 - 21 - 2W.	N½ of Sec. S.W¼ of Sec. N½ of S.E¼ and S.W¼ of S.E¼	600
2 - 21 - 2W.	S½ of N.E¼, N.W¼ of Sec. and S½ of Sec.	360
3 - 21 - 2W.	N½ of Sec. NE¼ of S.W¼ and W½ of S.E¼	440

Sec. T. R.	Acres.
11 - 21 - 2W. N.W.¼ of N.E.¼, S½ of N.E.¼, W½ of N.W.¼ N½ of S.E.¼ and S.E.¼ of S.E.¼, except 4 acres in S.E. Corner	316
12 - 21 - 2W. N.E.¼ of Sec. N.E.¼ of N.W.¼, S½ of N.W.¼ and E½ of S.W.¼	360
13 - 21 - 2W. N.E.¼ of Sec. E½ of N.W.¼, N.E.¼ of S.W.¼ and N.W.¼ of S.E.¼	320
14 - 21 - 2W. N.W.¼ of N.E.¼, N½ of S.W.¼ of N.E.¼ and E½ of N.W.¼	140
15 - 21 - 2W. S.E.¼ of N.E.¼	40
and Containing 6780½ acres more or less.	

It is agreed that this lease shall remain in force for a term of ten years from this date provided that oil or gas is being produced by the party of the second part or his assigns from said lands. If no well shall be commenced within the township named or the townships adjoining the township named by the party of the second part, within six months from the date of this lease will be automatically cancelled without notice and shall terminate as to both parties. Furthermore if the party of the second part does not drill or commence to drill on the said land of the party of the first part within two years from date of this lease, then this lease will automatically terminate as to both parties without notice. Also this lease shall automatically terminate without notice if the party of the first part or his assigns shall abandon operations or cease drilling.

In consideration of the premises the party of the second part or his assigns covenants and agrees:

1st. To deliver to the credit of the party of the first part, free of cost, in the pipe line which may connect to wells, the equal one eighth part of all oil produced from said land by the party of the second part.

2nd. To pay the party of the first part One Hundred Dollars, each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and party of the first part to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling houses on said land, during the time by making his own connections

with the well at his own risk and expense.
3rd. To pay party of the first part for gas produced from any well and used on the premises at the rate of one tenth part of any gas sold per year, for the time during which such gas shall be used, said payments to be made each three months in advance.
When requested by the party of the first part, party of the second part shall bury all pipe lines below plow depth.
Party of the second part shall pay for damages caused by all operations to growing crops on said land.
Party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
Party of second part, in case of abandoning any well, shall seal all coal seams and the top of well.
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the party of the second part until after the party of the second part has been furnished with written transfer or assignment, or a copy thereof, and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate parts of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the party of the second part or any assignee thereof shall make due payments of said rental.
The party of the first part hereby warrants and agrees to defend the title to the lands herein described and agrees that the party of the second part shall have the right at any time to redeem for party of the first part, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by party of the first part; and be subrogated to the

rights of the holder thereof.
In witness whereof, we hereto set our hands and seals, on the date first in above written.

Witness.
C. P. Hilty (Seal)
W. A. Reed (Seal)

Saginaw Land Co
By H. L. Badham Jr. (Seal)
President.

The State of Alabama } I. C. P. Hilty, a Notary Public, in
Jefferson County. } and for said County and State,
Hereby certify that H. L. Badham Jr. President of the Saginaw Land Co. a Corporation under the laws of the State of Alabama, whose name is signed to the foregoing instrument, and who is known to me acknowledged before me on this day that being informed of the contents of the instrument, he, as President of said Saginaw Land Co., executed the same in the name and in the behalf of said Corporation voluntarily, on the day the same bears date.
Given under my hand this the 1st day of August 1921.

C. P. Hilty (Seal)
Notary Public.

State of Alabama } I. G. M. Weaver, Judge of Probate,
Shelby County. } Hereby certify that the within Lease was filed in this office for record 3 day of August 1921, at 9:30 o'clock A. M. and recorded in Deed Record 68 Pages 459-463 and examined.

G. M. Weaver
Judge of Probate