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The State of Alabama, Jefferson County, into, in duplicate, this the day of August, 1921, by and between N. C. Brown, party of the first part, and H. M. Woodruff individually and U. S. Lumber Corporation, by H. M. Woodruff, President, parties of the second part:

It is covenanted:

Whereas, the party of the first part is the owner of the hereinafter described property located at or near Calera, Alabama, together with other lands adjacent thereto and near thereto, and desires the promotion of the sale of such lands and the promotion of the town of Calera; and

Whereas, the parties of the second part are the promoters

and owners of certain formulas and manufacturing rights, and desires to establish on the hereinafter described lands, at or near Calera, Alabama a manufacturing establishment.

It is agreed between the parties hereto as follows:

(1) Party of the first part will this day convey to the U. S. Cereal Corporation, by warranty deed, the following described land according to Dunston's Map of Calera, Ala: Lots one to fourteen and fifteen to twenty-eight inclusive, in Block Sixty Three, situated in Shelby County, Alabama.

(2) In consideration of the conveyance of such lands to H. M. Woodruff for U. S. Cereal Corporation, parties of the second part agree within ninety days from the date of this contract to begin the erection of a manufacturing building on said lands to cost not less than the sum of \$200,000.00; and if the parties of the second part have not begun the erection of said building by December 1, 1921, then, as liquidated damages, they shall pay to the party of the first part \$250.00 in cash, and for each month thereafter during which time the parties of the second part shall fail to begin the erection of said building, they shall pay to the party of the first part, for each of such months, a similar sum of \$250.00 in cash.

(3) If the parties of the second part shall not begin the erection of the building on said lands within one year from the date of this contract, then, in that event, the parties of the second part hereby agree to reconvey said lands to the party of the first part, free from liens of every kind and character; and if the parties of the second part shall fail to pay any of the said sums of \$250.00 provided for the payment of which provisions is made in the preceding paragraph, then, at the option of the party of the first part, they shall likewise be under the duty to reconvey to the party of the first part, by warranty deed, free from liens of any kind, the above described lands.

(4) Parties of the second part agree that said manufacturing establishment, when completed and in operation, shall give employment to not less than 500 people.

(5) Parties of the second part further agree that no part of the lands this day conveyed to them by the party of the first part shall be sold to employees of the U. S. Cereal Cor-

bonities for building or other purposes, nor shall the parties of the second part engage in the purchase of lots in the town of Calaveras adjacent thereto and the sale of the same to their employees.

6) For the faithful performance of the Covenants and agreements of this Contract, it is hereby declared and agreed between the parties that the party of the first part shall have a lien upon the lands described in this contract and this day conveyed by warranty deed by the party of the first part to the U. S. Cereal Corporation, one of the parties of the second part: the execution of this agreement and the retention of the lien herein reserved and created being the consideration for the warranty deed to said land this day delivered by the party of the first part to the said U. S. Cereal Corporation.

In Witness Whereof, the party of the first part has hereunto affixed his hand and seal on the day and year first hereinabove written, and the said H. M. Woodruff, one of the parties of the second part has hereunto affixed his hand and seal and the said U. S. Cereal Corporation has caused these presents to be executed by its President, H. M. Woodruff, and its corporate seal to be affixed and attested hereto by its secretary, both of whom are authorized so to do, on the day and year first hereinbefore written.

Attest:
L. Gerard Griffin
Secretary

H. C. Gorwin (Seal)
Party of the First Part.
H. M. Woodruff (Seal)
U. S. Cereal Corporation (Seal)
By H. M. Woodruff.
President
Parties of the Second Part.

State of Alabama }
Shelby County } I, G. W. Weaver, Judge of Probate,
hereby certify that the within Agreement was filed
in this office for record 19 day of Sept, 1921,
at 8 o'clock P. M. and recorded in Deed
Record 68 - Pages 575 - 77 and approved.
G. W. Weaver
Judge of Probate