

State of Alabama

Shelby County

This agreement made and entered into on this,

The 25 day of April, 1922 by and between John Deveraux part of the first part and Andy Smith & M.J. Foley Jr. his Associates or assigns, parties of the second part.

Witnesseth: that the party of the first part, for and in consideration of the sum of One dollar in hand paid the receipt of which is hereby acknowledged, and other considerations and agreements hereinafter expressed, does hereby rent and lease unto the party of the second part the exclusive right for a period of twenty years, to enter upon the mine Barytes and any other minerals found under and upon the following described land, to-wit:

Eighty-five acres of land adjoining Longview Lumber Works tract. Sec. 16 Twp. 21 Range 2W.

And the part of the first part do also convey and assign and give unto the party of the second part the right to the use of any and all timber and water upon the same, necessary for the development, working, and mining of said Barytes or any other minerals and the preparation of same for market, and the removal of same; and also the right of way and the right to build roads, tram roads, railroads and electric transmission lines of any description over the same necessary for the convenient transportation to and from said lands of all material and implements that may be necessary in mining and removal of said Barytes or other minerals or in the preparation of same for market, also the right to build houses and buildings thereon for employees and machinery, also the right to mine by open cut, quarry, or stripping of the surface over any Barytes or other minerals found, and the use of any surface necessary for the storing and hauling of any Barytes or other minerals mined from said land, also the right to dump debris or refuse from and mine on any part of the property described above, also the right for the transportation of any Barytes or other minerals mined from adjacent property across or through said property described above.

It is agreed in consideration of said grant and lease that the said party of the second part shall pay and

heretofore does agree to pay unto the party of the first part the sum of 25 cents per ton or royalty on each and every ton of 2240 pounds of Pyrites or other minerals mined and shipped. Railroads freight or furnished by the Railroad Company or to govern in arriving at a settlement of payments due under this lease.

The Royalties when due may be deposited to the credit of the party of the first part by the party of the second part in any bank in said Shelby County, Ala. State.

Payments of Royalties is to be made on the fifteenth of each month for all mineral shipped from said land during the previous month.

The party of the second part agrees to pay the party of the first part a minimum Royalty of 25 dollars per annum for each and every year in which no work is done during the life of this conveyance unless same is cancelled as provided for in next succeeding paragraph.

It is hereby expressly agreed and understood between the parties hereto that the parties of the second part shall have the right on sixty days written notice to surrender this lease for cancellation and hereby be relieved of all obligations to the parties of the first part, and such written notice shall be, and be accepted as, full and legal surrender of this grant and the party of the first part further agrees that the party of the second part shall have the right upon such cancellation or at the end of the period of this lease to remove all machinery, equipment, and any other material placed on said lands by said party of the second part.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

J. S. Carter
W. C. Custis

John Deere (Seal)
Ovidy Smith (Seal)
M. J. Foley Jr. (Seal)

State of Alabama
Jefferson County

For and in consideration of the sum of two
 dollars & other value consideration the receipt
 of which is hereby acknowledged even the under-
 signed, do by these presents, grant, bargain, sell, transfer,
 assign and set over the within described agreement
 and same to the said Alabama Bay State Company.
 Witness our hands and seals this the 21 day of Aug. 1922.
 Witness ~~J. H. [unclear]~~ J. H. Hill
 B. A. Hill J. H. Hill
 Board Chairman J. H. Hill
 B. A. Hill J. H. Hill

State of Alabama
 Jefferson County
 For and in consideration of the sum of
 three hundred dollars, the receipt of which
 is hereby acknowledged, we the undersigned,
 do by these presents, grant, bargain, sell, transfer,
 assign and set over the within described agreement
 and same to the said Alabama Bay State Company.
 Witness our hands and seals this the 21 day of Aug. 1922.
 Witness: R. E. [unclear] J. H. Hill

State of Alabama
 Shelby County
 I, J. W. Weaver, Judge of Probate, hereby certify
 that the within Lease was filed in this office
 for record 31 day of Aug. 1922, at 10 o'clock
 A.M. and recorded in said record 92 pages
 7-12 - 7-15 and examined
 J. W. Weaver, Judge of Probate