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Lease

THE STATE OF ALABAMA)
COUNTY OF SHELBY

THIS AGREEMENT made this the 18th day of Jan. 1923 by and between Mrs. Martha Richter, a widow, parties of the first part, and J. D. Head, of Brompton, Ala. party of the second part, witnesseth: said parties of the first part, in consideration of the sum of One (L.00) Dollar in hand paid to said parties of the first part by said party of the second part, the receipt whereof is hereby acknowledged, hereby lease unto said party of the second part for and during the term hereinbelow specifically set forth for the sole and only purpose of boring, mining and operating for oil and, gas on said land, the following descriped real estate, to-wit:

Begin at the Se corner of the SE½ of SW½, and thence west 12 chains and 60 links, thence north 20 chains thence down the center of the big branch to the line running north and south dividing the section, thence south to the place of beginning lying in the SE½ of SW½ of Sec. 4, Tp. 18, R. 1 E, also a part of the SW½ of SE½ beginning at the SW corner of said ½ and running thence east to Shoal Creek thence NW along said creek to the railroad right of way, thence along said right of way NW to its intersection with the half section line, thence south to the point of beginning, being in Sec. 4, Tp. 18, R. 1 E situated in Shelby County, Alabama., containing 45 acres, more or less, and, for the consideration aforesaid, said parties of the first part do hereby grant, bargain, sell and convey unto said party of the second part all the oil and gas which may be mined in and under said lands during the term hereof. including shales, sands and other oil bearing substances and residue thereof.

The term of this lease is for a period of ten (10) years from the date hereof and as mich longer as oil or gas is produced in paying quantities; and said party of the second part, as a part of the consideration hereof in addition to that hereinabove expressed, agrees to and does hereby yield and grant unto said parties of the first part the one-tenth (1/10) part of allthe oil and gas produced and saved from the premises, delivered free of expense into tank or pipe lines to the credit of parties of the first part. Said party of the second part shall have the exclusive right to mine for oil and gas on said land during the continuance of the term hereof; shall have the privilege of taking coal and wood necessary for conducting said boring and mining operations thereon, timber for derricks, frames and refineries and the right to erect all necessary buildings on said premises for carrying on the business of boring for oil, mining, refining and storing the same; shall have the right, in case oil or gas is found, to lay and maintain pipe lines, mains and pipes, on or over said premises for the purpose of removal, shall have the necessary road to and from any well or wells that may be bored; and shall have possession whenever said party of the second part shall be ready to commence operations. In case said party of the second part shall not be successful in obtaining oil or gas during the term hereof, he shallhave the right to remove all engines, tools, machinery buildings and such other things a may have been put thereon by said party of the second part for the purpose of conducting said mining.

It is further agreed that said party of the second part shall have the right to sub-lease said land for the purpose of boring for oil or gas, and said sub-lessee or lessees, shall have the rights and privileges accorded herein to said party of the second part. All conditions, terms and limitations between the parties hereto shall

extend to their heirs, successors, legal representatives, and assigns.

IN WITNESS WHEREOF, THE PARTIES have hereunto set their hands and seals in duplicate, this the day and year first above written.

Mrs. Martha Richter (L.S.)

Witnesses as to J. D. Head's signature

J. D. Head (L.S.)

A. J. T. Head

J. O. Dorough

THE STATE OF ALABAMA)

COUNTY OF SHELBY

I, J. O. Dorough, a Notary Rublic in and for the County and State aforesaid hereby certify that Mrs. Martha Richter whose name is signed to the foregoing lease and who is known to me, acknowledged before me on this day that being informed of the contents of the lease she executed the same voluntarily on the day the same bears date.

Given under my hand this the 18 day of Jan. 1923.

J. O. Dorough--Notary Fublic

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, L. B. Riddle, Judge of Probate hereby certify that the following lead Obstate lease was filed in this office for record July 24th 1923 at 9 loclock A.M. and recorded in Deed record 76 pages 302-3 and examined.

L. B. Riddle--Judge of Probate