LEASE

THE STATE OF ALABAMA)
COUNTY OF SHELBY

THIS AGREEMENT made this the 27 day of June 1923, by and between T. B.

Howard and Patsy Howard, his wife 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 ollar (\$1.00) in hand paid to said parties of the

first part by said party of the second part, the receipt whereof is hereby acknow
ledged, 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 described real estate to-wit:

Part of the SE½ of SE½ Sec. 25, Tp. 17, R. 1 E. All of said forty acres W.W. side of Shoal Creek and of N.E.½ of NE½ of Sec. 36, Tp. 17, R. 1 E. Also part of NW½ of NE½ Sec. 36, Tp. 17 R. 1 E. All lying on MW side of Shoal Creek. All lying in Shelby County, containing 85 acres more or less. Also the NW½ of NE½ Sec. 25, containing forty acres. And the south ½ of the SW½ of SE½ Sec. 24, Tp. 17, R. 1, E containing 20 acres more or less. Also the E½ of the SW½ of Sec. 24, Tp. 17, R. 1, E, 80 acres situated in Shelby County. Also 32 acres of south part of SW½ of SW½ > of SW½ Sec. 24, Tp. 17, R. 1 E. Allsituated in Shelby County, Ala., containing > 29.7 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 oil bearing shales, sands, and other oil bearing substances and residue thereof.

The terms of this lease is for a period of ten (10) years from the date hereof and as much 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 all the 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 ave the right in case oil or gas is found, to lay and maintain pipe lines, mains, and pipes on and 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 as may have been put thereon bysaid 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 shallhave the rights and privileges accorded herein to said party of the second part. Allconditions, terms and limitations between the parties hereto shall extend to their heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties haveherento set their hands and seals in duplicate. this the day and year first above written.

T. B. Howard (L.S.)

Pausy Howard (L.S.)

J. D. Head (L.S.)

A·J.T.Head
Dock Taylor
J.E. Hurst

THE STATE OF ALABAMA

SHELBY COUNTY

Witnesses:

I, L. B. Riddle, Judge of Probate hereby certify that the within lease was filed in this office for redord Oct. 10th 1923 at 9 oclock A·M. and recorded in Deed record 76 pages 457-58 and examined.

L. B. Riddle--Judge f Probate

SIFIDY COULTY

I hereby cerify that

S. D. Privilege Text
has been paid on the him
instrument as required by

Judge of Probate.