

LEASE

THE STATE OF ALABAMA )

COUNTY OF JEFFERSON )

THIS AGREEMENT, made this the 27 day of July 1923, by and between Mrs. Mamie Brpyles & W. O. Broyles, her husband, 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 Dollar (\$1.00) in hand paid to said parties of the first part by 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,

The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 35, Tp. 19, 2 E. And the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 2, Tp. 20, 2 E. containing 80 acres, more or less, situated in Shelby, Co. Alabama, 12 ft. right of way from Kymulge ferry road to NW cor of the above described land, graveled & reserved. Also the property described on paper hereto attached said to contain about 546 acres more or less.

NE $\frac{1}{4}$  of NW $\frac{1}{4}$  and all that part of NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , lying SW of a branch running from the NW corner of said  $\frac{1}{4}$  of a quarter section to the SE corner. Also the W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  and E $\frac{1}{2}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$  and West  $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and south  $\frac{1}{2}$  of SE $\frac{1}{4}$ , Sec. 36, Tp. 19, R. 2 E. Also 2 acres more or less, bounded as follows: Commencing at the SW corner of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Sec. 36, Tp. 19, R. 2 E thence running west 3 $\frac{1}{2}$ <sup>0</sup> south 2 chains 45 links to a post for a corner, thence north 2 $\frac{1}{2}$ <sup>0</sup> west 7 chains 87 links to a stake for a corner, thence east 3 $\frac{1}{2}$ <sup>0</sup> N 2 chains 45 links to a stake for a corner thence south 2 $\frac{1}{2}$ <sup>0</sup> E seven chains, 87 links to point of beginning together with right of way over the Minnie Creswell land from the above described 2 acres to the public road leading from Creswell station to Locust Creek. N $\frac{1}{2}$  of NE $\frac{1}{4}$ , NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , SE $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec. 1, Tp. 20, R. 2 E. Also west  $\frac{1}{2}$  of SW $\frac{1}{4}$  and all that part of E $\frac{1}{2}$  of NW $\frac{1}{4}$  that lies south of Locust Creek and west of Coosa River containing 46 acres, Sec. 31, Tp. 19, R. 3 E. NW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Sec. 6, Tp. 20, R. 3 E, All of said lands being situated & located in Shelby County, Alabama, containing in all 546 acres more or less. containing 626 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 term of this lease os 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 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 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 shall have the right to remove all engines, tools, machinery buildings and such other things as 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 sublease 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.

Witnesses:

A.J.T. Head  
Mrs. N.S. Kitchens  
Witness as to W.O. Broyles  
& Mrs. Mamie Broyles  
Jno. B. Bithea  
Notary Public

W. O. Broyles (L.S.)  
Mamie Broyles (L.S.)  
J. D. Head (L.S.)

THE STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Jno. B. Bithea, a Notary Public in and for the county and state aforesaid, hereby certify that W. O. Broyles & Mrs. Mamie Broyles whose names are signed to the foregoing lease and who are known to me, acknowledged before me on this day that, being informed of the contents of the lease, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 28 day of September, 1923.

Jno. B. Bithea-Notary Public

THE STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Jno. B. Bithea, a Notary Public in and for the county and state aforesaid, do hereby certify that on the 28 day of September, 1923 came before me the within named Mrs. Mamie Broyles known to me to be the wife of the within named W. O. Broyles who, being examined separate and apart from the husband touching her signature to the within lease, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

In witness whereof, I have hereunto set my hand, this the 28 day of Sept. 1923.

Jno. B. Bithea-Notary Public

THE STATE OF ALABAMA )

SHELBY COUNTY )

I, L. B. Riddle, Judge of Probate hereby certify that the within lease was filed in this office for record Oct. 10th 1923 at 9 oclock A.M. and recorded in deed record 76 pages 467-68 and examined.

STATE OF ALABAMA

SHELBY COUNTY L. B. Riddle--Judge of Probate

I hereby certify that

\$50.00 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

*L. B. Riddle*  
Judge of Probate.