CONTRACT

SHELBY IRON CO.

SHELBY, ALA.

Gentlemen: -

Referring to agreement entered into on the 28th day of January 1924 by and between John S. Storrs, L. E. Christian and wife, Esther Christian, L. A. Christian and wife, Eloise Christian, W. L. Christian and wife Pearl Christian, Maldo Williams and husband W. C. Williams, Rossie Ritchie and husband Robert Ritchie, W. P. Christian and wife Vin Christian, Charles Christian and Clarice Brooks, represented as parties of the first part, and the Shelby Iron Co. represented as party of the second part, in which agreement the parties of the first part granted to the party of the second part the right to mine ore in Blocks 1, 10 and 11, of Christian's Addition to the town of Shelby we, the following parties whose names are mentioned in said agreement, hereby authorize the Shelby Iron Co. to pay to L. E. Christian any and all moneys due us under said agreement, or which may be due us under said agreement.

Esther Christian, Columbiana, Ala.

W. L. Christian, Columbiana, Ala.

Pearl hristian, Columbiana, Ala.

L. A. Christian, Birmingham, Ala.

Eloise hristian, Birmingham, Ala.

Rossie Ritchie, Birmingham, Ala.

Activate Ritchie, Birmingham, Ala.

Activate Ritchie, Birmingham, Ala.

Activate Ritchie, Birmingham, Ala.

Columbian, Ala.

Eloise hristian, Greensboro, N.C.

Walter Ritchie, Birmingham, Ala.

Columbian, Ala.

Eloise hristian, Ala.

Eloise hristian, Greensboro, N.C.

Charles hristian, Atlanta, Ga 2/18/24

Clarice Brooks, Birmingham, Ala.

Clarice Brooks, Birmingham, Ala.

Zolose, Ala.

Zolos

STATE OF ALABAMA)
COUNTY OF SHELBY)

This contract or agreement made and entered into by and between John S. Storrs,

L. E. Christian and his wife Esther Christian, L. A. Christian and his wife Eloise

Christian, W. L. Christian and his wife Pearl Christian, Naldo Williams and her husband

W. C. Williams, Rosser Ritchie and her husband Robert Ritchie, W. P. Christian and his

wife Vin Christian Charles Christian, Clarice Brooks, hereinafter known and called

parties of the first part and The Shelby Iron Company, a corporation, hereinafter

known and called party of the second part;

WITNESSETH: parties of the first part owning and being in possession of Blocks One (1), ten (10) and eleven (11) in Christian's addition to the town of Shelby, Alabama, said blocks being shown by map of said Christian's Addition to the town of Shelby, Alabama, made by Herman Albert and the same being recorded in the Probate Office of Shelby County, Alabama, and being desirous of having the iron ore mined on said lands above described, do hereby offer to permit the party of the second part to mine said iron ore on said lands, at and for the sum of Six (6) cents per tram car loan of earth removed, said tram cars above referred to holding not over approximately one and one half cubic yards of material, payment for same to be made to parties of the first part on or before the twentieth (20th) of each month for earth removed during the previous month; provided, however, that if said ore-bearing earth be twenty five per cent (25%) richer in ore than has been found in mining the adjacent property, which is shown by the records of the party of the second part to be seven hundred and eighty five (785) tons of washed ore, out of a total excavation of earth removed of seventy one hundred and fourteen and one half (7114 $\frac{1}{2}$) cubic yards, then in such event the price to be paid the parties of the first part shall be thirty five (35¢) cents per ton for all ore after same is washed.

It is further contracted, stipulated and agreed that in the event iron ore is

not found on all of the above described premises in quantity and quality sufficient for economical mining, this contract may be terminated by party of the second part.

It is further understood and agreed by and between the parties here to that party of the second part, its agents and servants shall have the right of ingress and egress in, on, over and across said premises and further, shall have the right to do all things, necessary and useful in the matter of mining and removing said ore and ore-bearing material from said premises, the party of the first part reserving the right to cut and market the timber on said blocks one (1), ten (10) and eleven (11). The party of the second part is to protect the parties of the first part on any infringement on the right of way through said land, or damages that may occur, from mining said property.

Party of the second part accepts the offer above set out by parties of the first part, and agrees in consideration thereof to mine the top layer of soil on said above described premises to a depth varying from two to twenty feet, to sink test pits on the bottom level and if the ore-bearing soil is found in sufficient quantity and quality, to mine the remaining portion of said ore in blocks 1, 10, and 11 as has been done on portions of adjacent lands, provided the same may be done without excessive cost.

It is further understood and agreed that the life of this contract shall be five years and at the termination of five years from the date of this contract that allrights under this contract shall terminate.

In consideration of the premises parties of the first part do agree and bind themselves to see that party of second part shall have the undisturbed possession of said above described premises during the life of this contract and shall have the undisturbed right to mine and remove said ore and ore-bearing material from said premises at all times during the said life of this contract.

In consideration of the premises, party of the second part agrees to deliver the possession of said premises to parties of the first part at the termination of this contract and futher agrees to make settlement as herein provided for promptly and in accordance with the check and books of the said party of the second part, it being understood and agreed that party of the second part shall keep a correct account of all trams of ore and earth mined and removed from the premises hereinabove described.

It is further understood and agreed by the parties here to that this instrument contains the whole and entire contract as to the matters and things herein mentioned and there are no oral understandings whatsdever, varying or changing the terms of this said contract.

Witness our hands in duplicate this the 28th day of January, 1924.

Jno. S. Storrs L. E. Christian Esther Christian L. A.Christian Eloise Christian W. L. Christian Pearle Christian Naldo Williams Wm. C. Williams Rossie C. Ritchie Robert Ritchie Walter P. Christian Vin Christian Charles Christian Clarice Brooks Parties of the first part

Shelby Iron Company, a corporation By M.W. Bukh--its President Party of the second part.

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, L. B.Riddle Judge of Probate hereby certify that the within contract was filed in this office for record March 17th 1924 at 2 oclock P.M. and recorded in Deed record 77 pages 52 et seq and examined.

L. B.Riddle--Judge of Probate