## CONTRACT

STATE OF ALABAMA )
SHELBY COUNTY )

or and in consideration of the sum of One Follar, receipt of which is hereby acknowledged, I,W. W. Wyatt, do hereby grant and convey to George A. Raguse, his heirs or assigns the right and privilege to mine and remove all minerals (except oils, on upon and under the following described land.

NW of NW of Sec. 9, Tp. 20, Tange 2 east. We of the SW of Sec. 20, Township 20, wange 2 east.

The said George A. Raguse to enter upon said land at any and all times, and install, operate and maintain such equipment and machinery as he may deem mecessary for the successful mining and removal of said minerals and to have the righto use water from the streams uponthe said lands necessary for the removal or preparation for the market of said mineral, also the use of roads and rights of way for roads necessary to the mining operation.

The said George A. Raguse is to pay to the said w.W. Wyatt the sum of \$0.40 for each and every ton of 2240 lts. of mineral removed from the above lands, The payments to be based on railroad weights of cars of mineal shipped from these lands, and the saidpayments to be made to w.W.Wyatt as follows: 80% of royalty based upon haulers weights upon each and every lst. & 15th of each mo. and the remainder to be paid upon receipt of the railroad weights.

The said George A. Raguse also agrees to pay a reasonable amount for any and all damage or damages to crops done either by mining operations or by the hauling of the mineral.

The said w.W.Wyatt or his representative are to have the right and privilege to examine any and all shipping records of the minerals shipped by the said George A.Raguse at any time or times he may deem necessary for his protection and satisfaction.

All rights and privileges granted to George A. Raguse under this instrument are to run for a period of five years from date and the said George -- Raguse is hereby granted the right to renew this agreement for the succeeding five years.

However, should the mineral be removed prior to the expiration of the time set forth or the said George A. Raguse deem it expedient to cease operations, then in that event the said Raguse shallhave the right to remove his equipment and surrender this agreement to the said Wyatt and all obligations under this agreement shall cease after settlement has been made in full to said Wyatt for anything the said George A. Raguse might be indebted to him then this instrument will be cancelled.

Wigned, and sealed this the 24 day of Apr. 1929.

"itness:

Edgar W. Carter
L. N. Wyatt

Mathew J. Powers ) "itness as to the signatures
Paul B. Parse ) of George A. Raguse

STATE OF ALABAMA

STATE OF ALABAMA )
SHELBY COUNTY )

I, dgar w. arter a motary Public in and for said State and gunty, hereby certify that w.w. Wyatt and wife whose names are signed to the foregoing instrument, acknowledged before me on this day that being informed of the contents of this instrument they executed the same voluntarily on the day the same bears date.

Given under my hand this 24 day of pril 1929.

Edgar W. Carter--Notary Public

W. W. Wyatt

Mrs. C. n. wyatt

George A. Raguse

Leasor

Lessee

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally appeared before me this 4th day of May, A.D. 1929, the above named George A. Raguse tome known to be the person who executed the foregoing instrument and acknowledged the same.

May 10th 1929 at 2 oclock P.M. and recorded in weed record 88 page 269 and examined.

Mathew J. Powers Notary Public My commission expires Aug. 14th 1932

THE STATE OF ALABAMA

SHELBY COUNTY

STATE OF ALARAMA SHELBY COUNTY

I hereby certify that I hereby centify that the within contractwas filed inthis office for record 1 rivilege Tax has been peid on the within instru ent as required by

Cage Head--Inge of Probate