

State of Alabama)

Shelby County)

The following agreement is hereby fully understood and agreed to by and between J. L. Whitson and A. R. Thomas whereas said parties have purchased together as equal partners all of the coal right and all the rights and privileges to mine coal on or in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Township 20 Range 3 West in Shelby Co. Ala. from Mrs. A. W. Thomas and other heirs of Ed Thomas Estate for a price of \$1340.00 to be paid in instalments of \$30.00 cash and \$10.00 per month, due by 131 notes of \$10.00 each to be paid 1st note on 17th day of August, 1940 and on 17th day of each month following until all of said notes are paid in full. Each partner to have and pay for a one-half (1/2) interest thereto.

It is hereby agreed to by both partners, that in the event anything occurs before all payments are paid in full, that either partner cannot pay his one-half of any payment due, and if the other partner can and does, pay all said payments then he shall a full ownership of that much of the property that he has paid for, unless the delinquent party pays back to the other partner his heirs or assigns the amount he is due (with interest at 6 per cent) that was advanced to make payments.

It is hereby fully understood and agreed to, that each partner shall have an interest in said property and the "Thomas Coal Co" equal to the amounts he has paid on purchase price and expenses at mine, unless reimbursed by the other partner for all amounts due by him. It is hereby agreed that a correct record of all coal sold, and cash received and paid out shall be kept at all times subject to inspection by both partners their heirs and assigns.

Mr. J. L. Whitson (L. S.)

Witness J. D. Ruffin

A. R. Thomas (L. S.)

Filed for record in this office the 9th day of November, 1940 at 10 AM and recorded in Deed Record #109 on page 460 and examined. L. C. Walker, Judge of Probate, Shelby County, Alabama.

See Book 168 page 576 for tax