\$3.30 Federal Stamps Cancelled On This Deed 77928

THIS AGREEMENT made and entered into this 29 day of November, 1947, by and between The Southern Mineral Land Corporation of Alabama, party of the first part, and Roden Coal Company of Alabama, party of the second part,

WITNESSETHE

In consideration of the sum of Two Thousand Six Hundred Dollars (\$2,600.00) to be paid on or before thirty days from date hereof, by the second party to the first party, the party of the first part grants, bargains, sells and conveys to the party of the second part, the right to cut and remove, for the period commencing on the 29 day of November, 1947, and ending on the 29 day of November, 1949, unless sooner terminated, the hard wood and short leaf pine timber which measures eight (8) inches and over, one foot from the ground, on the following described land in BibbCGounty, Alabama, to-wit:

Northwest quarter of Southwest Quarter of Section Five (5) and the Northeast Quarter of Southeast Quarter of Section Six (6), all in Township Twenty-four (24) N. Range Twelve (12) East.

It is understood and agreed between the parties hereto that the rights herein granted are and shall be limited to such rights only as first party as owner of the above described land shall possess and has the lawful right to grant.

Second party is hereby given the right to enter upon saidrighd to erect such machinery and structures thereon as may be necessary and convenient in cutting and removing said timber. It is also understood and agreed that second party shall have the right to remove any such structures or machinery, within thirty days after the termination of this agreement, but that any structures or machinery remaining on said land, after said date shall be and become the property of first party.

It is understood and agreed between the parties hereto that all timber, whether cut or uncut, remaining on the above described land, at the termination of this agreement, shall revert to and become the property of first party.

The party of the first part excepts and reserves:

- (a) The right to prospect for, mine, prepare for market and remove any and all coal, ore, oil, gas or other minerals of any and every description whatsoever, in or upon said land, together with full rights of ingress and egress from said land, and any other rights necessary or incidental to such prospecting, mining or removing on said land or other land.
- (b) The exclusive right to use the surface of said land for the purpose of pasturing; grazing, cultivating, raising crops or hay, and farming generally.
- (c) All farm houses, fences of other improvements on said land belonging to said first party.

The party of the second part agrees:

- (a) That it will not cut any line or marked trees, regardless of size, and if such are cut, it will immediately, on demand, pay first party Twenty-five Dollars for each tree so cut, as liquidated damages.
- (b) That it will not cut any trees under eight inches in diameter, but if such are cut, it will immediately, on demand, pay first party Two Dollars (\$2.00) for each tree so cut as liquidated damages.
- (c) That it will cut the timber herein provided to be cut by it, in a proper manner, and will cut and remove the same so as not to unnecessarily hinder or impair the growth of underbrush and timber of size smaller than that herein provided to be cut, or injure any timber not herein sold; and that it will further observe and comply with all laws of governmental (federal and state) regulations pertaining to operations of such nature as are herein intended to be conducted by it; and that it will not allow, and will endeaver to prohibit the manufacture and sale of said land of any intoxicating liquors, the manufacture or sale of which is prohibited by law.
- (d) That it will, so far as is reasonably possible, protect said land from trespassers, and will not, so far as the same can be reasonably prevented, permit any person, not acting under the authority of the first party, to cut or take therefrom any timber, coal or minerals of any kind.
- (e) That it will, as far as possible, prevent damage by fire to any of the timber on said land.

Party of the second part may assign, pledge or mortgage its interest in this agreement, providing however, that no assignment, pledge or mortgage shall be valid until the assignee of second party agrees in writing to abide by the terms of this agreement, and assume all the

ment, however, shall not release second party from any of its obligations under this agreement.

And no assignment, pledge or mortgage shall be valid until copies of same have been sent by registered mail to first party, addressed to #224 East 6th Avenue, Emporia, Kansas.

Party of the first part shall not be liable for any claim for damages to persons or property which may arise from the exercise by second party of any of the rights herein granted, and second party shall indemnify, protect and hold harmless, first party against any and all claims, demands, damages, actions, causes of action, judgments and decrees accruing to any party and arising from or growing out of any act or thing done or omitted to be done by second party.

In the event of failure on the part of second party to comply with any or all of the conditions herein recited, first party shall thereupon have the right to terminate this agreement at any time by giving second party thirty days written notice of its intention so to do, said notice to be given by letter addressed and mailed to second party at Birmingham, Alabama; and at the expiration of thirty (30) days after mailing such written notice, the rights herein granted shall cease and determine.

Party of the second part agrees to peaceably surrender possession of said premises to first party, on the expiration or forfeiture of this agreement.

This agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves.

IN WITNESS WHEREOF; the parties hereto have hereunto set their hands and seals, in duplicate, on the day and year first above written, by the respective officers named below, who are thereunto duly authorized.

THE SOUTHERN MINERAL LAND CORPORATION

ATTEST:

By H. L. Kendig President

Mabel H. Edwards Secretary

RODEN COAL COMPANY
By W. B. Roden
Vice President

ATTEST:

A. J. Bowron Jr. Secretary

Filed in the office of the Probate Judge on the 6th day of December, 1947 at 11A.M o'clock and duly recorded in Deed Record 131 page 68 on the 17th day of December, 1947.

L.C. Walker

Judge of Probate

SVATE OF ALADAMA

OMELEY COUNTY

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