

1498

See Assignment

See Dead Book 160 Page 537

THE STATE OF ALABAMA,
SHELBY COUNTY.

BOOK 158 PAGE 203

JAMES MINING COMPANY, a corporation, hereby sells, and FRANK C. BONHAM hereby purchases, subject to the terms and conditions hereinafter set out, the following described personal property, viz: 1 hoisting engine 50 h.p. slip ring motor, 3 phase; 1 ventilating fan with 5 h.p. motor; 1 Jeffrey 35 B.B. short wall mining machine with truck; 1 Jeffrey long wall mining machine 50 h.p.; 3 electric coal drills; 1 25 h.p. pump with motor and ~~XXXX~~ extra statater; 1 7½ h.p. pump with motor; 1 5x5 Miles pump with 3 h.p. motor; 1 7½ h.p. pump with motor; 1 Carb hoist with 7½ h.p. motor; 1 Crab hoist with 5 h.p. motor; 1 1 h.p. motor and vibrator; 1 tippel with 5 coal bins; 1 extra 5 h.p. motor; 14 mine cars; 1300 feet of track; 12 30 lb. track frogs; 6 two inch valves; 1 four inch valve; 1 3 inch valve; 1 2½ inch valve; 1 shaker with 5 h.p. motor on tippel; 600 feet of 5/8 inch steel rope on hoist; 700 feet of 4 conductor rubber covered cable; 400 feet of 4-0 rubber covered cable single phase; 1300 feet of 2-0 rubber covered cable single phase; 22 switch boxes varying from 2 to 400 amperes; 16 miners' battery cap lamps with charging rack and time clock; 1 acetylene torch with gages; 1000 feet of drill cable; 400 feet of 4 drill pipe; 100 feet of 3 drill pipe; 275 feet of 2 drill pipe; 100 feet of 2½ drill pipe; 1 2,500 gallon tank; 1 3,000 gallon tank; 50 sheets of galvanized iron 34 inches by 10 feet approximately; 1 anvil; 1 pipe vise; 1 bolt cutter; and 1 wooden tool box, which said above described personal property is located at a coal mine now operated by said James Mining Company in Shelby County, Alabama, in, on, or under the SW¼ of SW¼, and a part of the NW¼ of SW¼ of section 2, township 19, range 2 west. The total price of said above described personal property is seventeen (\$17,000.00) dollars, of which the sum of five thousand (\$5,000.00) dollars has ~~contem~~ contemporaneously herewith been paid in cash by said Frank C. Bonham to James Mining Company, and of which the sum of twelve thousand (\$12,000.00) dollars remains unpaid and for which said Frank C. Bonham has contemporaneously herewith executed and delivered to said James Mining Company ~~XX~~ twenty-four (24) promissory notes bearing even date herewith and payable as follows: first note for \$500.00 on or before Jan. 22, 1953; and a note for a like amount on or before the 22nd day of each successive month thereafter to and including Dec. 22, 1954, each of said notes bearing its own interest from Dec. 22, 1952, at the rate of 6% per annum until paid. Said above described personal property is to be kept by said Frank C. Bonham at its present located on the land hereinabove described and used by him in the mining of coal from the land hereinabove described. Contemporaneously herewith James Mining Company has transferred and assigned, or caused to be transferred and assigned to said Frank C. Bonham a coal mining lease on said land; and it is mutually agreed by and between the parties hereto that, if, at the date when each of said 24 promissory notes respectively becomes due and payable, said Frank C. Bonham will have mined from said land during the period of 30 days immediately preceding the due date of said note more than five hundred (500) tons of coal, he (Frank C. Bonham) will also pay in reduction of the indebtedness evidenced by said 24 notes the additional sum of one (\$1.00) dollars for each ton of coal in excess of five hundred (500) tons so mined during said 30 days period and will pay interest on such additional sum at the rate of 6% per annum from Dec. 22, 1952, to the respective date of such additional payment. All such additional sums so paid shall be credited by James Mining Company on the unpaid note last becoming due under this conditional sale contract. It is further mutually agreed and understood by the parties hereto that, if at any time during said 30 days period the excess over five hundred tons of coal so mined exceeds five hundred tons of coal, the amount of the additional sum to be so paid shall be limited to five hundred (\$500.00) dollars for such 30 days period. The terms and conditions of this conditional sale contract are as follows: (1) If said notes and this contract should be placed in an attorney's hands for collection after default, a reasonable attorney's fee will be paid by Frank C. Bonham. (2) Title to said above described personal property shall not pass from James Mining Company to Frank C. Bonham until all of said above 24 notes are paid in full. (3) No transfer, renewal, extension, or assignment of this contract or any interest therein by the purchaser, or loss, injury, or destruction of said personal property shall release the ~~XX~~ purchaser from his obligation hereunder. Any assignee of the seller shall be entitled to all the rights of the seller. (4) In the event that the purchaser, Frank C. Bonham, default on any payment on this contract or fail to comply with any of the terms or conditions thereof, or a proceeding in bankruptcy, receivership, or insolvency be instituted by or against said purchaser or his property, or if the seller deems its property in danger of misuse or confiscation, the full amount due hereunder shall at seller's option become forthwith due and payable. (5) No warranties, express or implied, have been made by seller. (6) The purchaser shall keep said personal prop-

erty free and clear of all liens, taxes, and incumbrances; shall not remove the same from the land hereinabove described without the written consent of the seller; and shall not transfer or assign this contract, or any interest therein or in said property, without written consent of seller. (7) Time is of the essence of this contract; and, if Frank C. Bonham default in complying with any of the terms or conditions hereof, the seller (James Mining Company) may at its option take immediate possession of said property without demand (possession thereof after default being unlawful); and for this purpose, seller may enter upon the premises where said property may be and repossess and remove the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in duplicate on this the 22nd day of Dec., 1952.

ATTEST:

Joseph C. Tombrella
Secretary-Treasurer.

JAMES MINING COMPANY

by Sam Tombrella
President.

Frank C. Bonham (L.S.)
Frank C. Bonham

THE STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, Roscoe Chamblee, a notary public in and for said state at large, hereby certify that Sam Tombrella, whose name as president of James Mining Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL, this the 22nd day of Dec., 1952.

Roscoe Chamblee
Notary Public.

THE STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, Roscoe Chamblee, a notary public in and for said state at large, hereby certify that Frank C. Bonham, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL, this the 22nd day of Dec., 1952.

Roscoe Chamblee
Notary Public.

STATE OF ALABAMA

JEFFERSON COUNTY

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, James Mining Company, a corporation, does hereby transfer, sell, and assign to Frank C. Bonham that certain mining lease on property located in Shelby County, Alabama, which said lease was originally executed on January 30, 1951, from R. L. Fulmer and E. A. Fulmer, doing-business-as River Valley Coal Company to Charles A. James and Sam Tombrella, as lessees, which said lease was assigned by Charles A. James to Sam Tombrella on March 24, 1952 and on April 12, 1952 was assigned by Sam Tombrella to the James Mining Company. This said transfer is to be effective as of December 22, 1952.

IN WITNESS WHEREOF the James Mining Company has caused this transfer to be executed for and on its behalf by Sam Tombrella, President, and attested by its Secretary on this the 22 day of December, 1952.

JAMES MINING COMPANY,

Samuel L. Phillips President.

ATTEST:

Secretary.

STATE OF ALABAMA

JEFFERSON COUNTY

I, ROSECE CHAMBLEE, a Notary Public in and for said state
said County and State hereby certify that Sam Tombrella whose name as President
of the James Mining Company, a corporation, is signed to the foregoing transfer
and who is known to me, acknowledged before me on this date that, being informed
of the contents of the said transfer, he as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 22nd day of December, 1952.

Notary Public

We, R. L. Fulmer and E. A. Fulmer, doing-business-as River Valley Coal Company do hereby consent to and approve the above assignment to Frank C. Bonham but without releasing Charles James, Sam Tombrella or the James Mining Company from any liability for the proper performance by them, or each of them of all promises, agreements and covenants contained in said lease.

WITNESS OUR HANDS AND SEALS, this the _____ day of December, 1952.

R. L. Fulmer

E. A. Fulmer

Doing-Business-As River Valley Coal Company

WITNESS:

STATE OF ALABAMA

JEFFERSON COUNTY

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, James Mining Company, a corporation, does hereby transfer, sell, and assign to Frank C. Bonham that certain mining lease on property located in Shelby County, Alabama, which said lease was originally executed on January 30, 1951, from R. L. Fulmer and E. A. Fulmer, doing-business-as River Valley Coal Company to Charles A. James and Sam Tombrella, as lessees, which said lease was assigned by Charles A. James to Sam Tombrella on March 24, 1952 and on April 12, 1952 was assigned by Sam Tombrella to the James Mining Company. This said transfer is to be effective as of December , 1952.

IN WITNESS WHEREOF the James Mining Company has caused this transfer to be executed for and on its behalf by Sam Tombrella, President, and attested by its Secretary on this the ___ day of December, 1952.

JAMES MINING COMPANY,

President.

ATTEST:

Secretary.

STATE OF ALABAMA
JEFFERSON COUNTY

I, _____, a Notary Public in and for said County and State hereby certify that Sam Tombrella whose name as President of the James Mining Company, a corporation, is signed to the foregoing transfer and who is known to me, acknowledged before me on this date that, being informed of the contents of the said transfer, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the ___ day of December, 1952.

Notary Public

We, R. L. Fulmer and E. A. Fulmer, doing-business-as River Valley Coal Company do hereby consent to and approve the above assignment to Frank C. Bonham but without releasing Charles James, Sam Tombrella or the James Mining Company from any liability for the proper performance by them, or each of them of all promises, agreements and covenants contained in said lease.

WITNESS OUR HANDS AND SEALS, this the ___ day of December, 1952.

R. L. Fulmer
R. L. Fulmer

E. A. Fulmer
E. A. Fulmer

Doing-Business-As River Valley Coal Company

WITNESS:

Filed in the office of the Probate Judge on the 27 day of Feb 1953 at 2 P.M.
and recorded in Book 158 Page 269 this 4 day of Mar 1953
Deed Tax 5.00 Mortgage Tax 18.00 has been paid.
L.C.