

THIS INDENTURE, made and entered into this 10 day of Sept., 1905, by and between Julia A. ^{Staubert} hereinafter designated as the part of the first part, and W.T. Miller of Joplin, Missouri, S.A. Keller of Duenweg, Mo., Thomas Stacy, of Prosperity, Mo. William Bateman, of Joplin, Mo., J. Teague of Joplin, Mo., John Gillham of Carthage, Mo., Lee Cloud of Duenweg, Mo. F.L. Cox of Joplin, Mo., C.E. Kelley of Joplin, Mo., and J.D. Pearson of Piedmont, South Carolina hereinafter designated as the parties of the second part; WITNESSETH, That the party of the first part, in consideration of the sum of (1) One dollar, to them in hand paid, the receipt which is hereby acknowledged, and of the agreements and undertakings, hereinafter stated, to be kept and performed by the parties of the second part, their successors and assigns, do by these presents demise and release unto the said parties of the second part, their successors and assigns, the following described Real-estate and all mineral therein, situated and located in Greenville County, State of South Carolina, to-wit. all that tract or parcel of land containing one hundred and eighteen acres, more or less on waters of Baker-Creek, bounded by lands W.B. Pearson, S.J. Yeargins V.D. Hopkins, all timber reserved lat., the said parties of the second part, their successors, and assigns, shall within one year from date hereof commence the work of mining said land for minerals therein contained, in good faith, and shall place and have on said land sufficient machinery to conduct said mining business in a good, minar-like manner, and shall operate the same, and shall increase the capacity thereof from time to time, as same becomes necessary. 2nd., all mineral shall be cleaned and prepared for market on said land, and no rough or crush stuff shall be removed therefrom, to be cleaned nor shall minerals or crush stuff from other lands be brought or cleaned on said land without the written permission of said parties of the first part, 3rd., the parties of the second part, their successors and assigns shall keep correct account of all minerals mined, the kind and weight thereof, to whom sold and the price received therefor, which books shall be open to the inspection of the parties of the first part at all reasonable times. 4th., the parties of the second part, their successors and assigns shall pay to the parties of the first part on 1st., of each month, as rent or royalty, 10 per cent, of the market value of all ores mined or sold during the preceding term of lease, 5th., the parties of the second part, their successors and assigns, shall have the right to erect all necessary buildings, machinery and mining appliances on said land for the purpose of mining and dressing, crushing and cleaning ores thereon and to remove the same at the expiration of this lease, except timbering and improvements used to support the ground. All uses of the ground now consistent with thorough and proper mining of all minerals on and in said land contained are hereby reserved to the said parties of the first part. subject to the above conditions this lease shall remain in full force for the term of ten years from date hereof. in witness whereof, we have hereunto set our hands and seals the day and year first aforesaid.