

State of South Carolina,  
Greenville County.

This Agreement, made this 11th, day of September, 1907, between A.D. Shockley of R.F.D. No. 3 Simpsonville Post office, Greenville County, South Carolina, of the first part, hereinafter called "Land Owner" and National Light and Thorium Company, a corporation of Delaware, of the second part, hereinafter called " Company ", Witnesseth, that, for the consideration hereinafter mentioned and for the sum of One dollar paid to the land-owner by the Company, the land owner hereby grants, sell and releases to the Company the Monozite sand, contained in the beds and runs of the streams and in the adjoining bottom lands on his land in Grove Township Greenville County, South Carolina, said land adjoining the lands of J.L. Rhodes, Jno.D. Harris, Carolinas Monozite Company ( formerly George P. Ashmores) and containing thirty-nine (39) acres, more or less, being the same tract conveyed to me the said A.D. Shockley by Samuel H. Smith by deed dated January 26th, 1907 and recorded in the office of the Register of Mesne Conveyance for Greenville County in book T.T.T. of Deeds on page 472. The Company shall have exclusive rights for the recovery of Monozite from said bottom-lands and stream beds and runs But if gold, silver, diamonds or other precious minerals be found thereon the same shall be the property of the land-owner. The Company shall have exclusive <sup>rights</sup>, with authority to make dams and ditches and to do any and all things necessary for the commercial recovery and remove of the Monozite sand, including the right of ingress and egress for its agents and servants, It agrees to pay for all damage to growing crops, It also agrees to pay the land-owner a royalty of Fifteen dollars, (\$15.) per ton for each ton of two thousand pounds of pure monozite, or the equivalent thereof, removed from said property, payment to be made to A.D. Shockley, two-thirds of the estimate amount of the royalty shall be paid before the monozite is removed from the property and the balance as soon as the exact amount due the land-owner has been determined by the Company If the Company shall mine Monozite in the Botton lands, it guarantees that the royalties hereinbefore mentioned shall amount to not less than One hundred dollars (\$100.) per acre for each acre actually mined, and it agrees to pay the land-owner on account of royalties the sum of One hundred dollars before mining is begun in the bottom lands, said sum covering its guaranty on the first acre mined, Payment shall be made in advance at the same rate for each <sup>subsequently</sup> mined, any balance due the land-owner being paid as soon as the same has been determined by the Company This agreement shall remain in force for a period of one year from the date hereof , but if before the expiration of said year operations are begun hereunder, or if instead of beginning operations the Company on or before the 11th, day of September 1908 pays or tenders to the land-owner the sum of Five follars (\$5.) on account of royalties, then this agreement shall remain in force for another year, and it may be thus continued in force from year to year by the payment or tender of the same sum annually on or before the 11th, day of September until the expiration of seven years (7) from the date hereof, when is shall be null and void. The Land owner shall never be required to refund any money thus paid, but such sums shall be deducted by the Company from royalties which may subsequently become due the land-owner on monozite mined. This agreement is hereby substituted for the one heretofore executed by Samuel H. Smith covering the same land. The said Smith contract is hereby cancelled and the company agrees to discontinue the suit now pending against said Smith so far as the same affects the said land and it hereby releases A.D. Shockley from all obligations under the Smith Contract. to the faithful performance of the stipulations above written the land-owner binds him-self, his heirs, executors, administrators and assigns and the Company binds itself, its successors and assigns, In witness whereof the land-owner has hereunto set his hand and seal and the Company has caused its named to be subscribed by George L. English its Agent the day and year first above written.

Executed in the presence of.  
A.P. Canipe,  
W.H. Willimon,  
as to National Light & Thorium Co. by.  
George L. English. Agent.,  
Wm. G. Sirrine,  
as to A.D. Shockley.  
State of South carolina,  
Greenville County.

A.D. Shockley, ( Seal)  
NatioNal Light and Thorium Company,  
By, George L. English,  
Agent.

Personally appeared before me A.P. Canipe who being duly sworn says that he saw A.D. Shaockley and National Light and Thorium Company ,by George L. English as Agent, executed the within Instrument for the uses and purposes therein mentioned and that he with Wm. G. Sirrine as to said A.D. Shockley and W.H. Willimon as to said Company by said George L. English witnessed the due execution thereof,  
Sworn to before me thss 24th day of September 1907  
J.C. Mitchell ( Seal)  
Not. Pub. for S.C.

A.P. Canipe.

Recorded September 26th, 1907.

END OF DOC.