

Q. Q. Q.

## ( MINING LEASE )

This Indenture made and entered into this 20th day of Aug. 1906, by and between R.C. Willimon hereinafter designated as the party of the first part and R.M. Decker & Co., hereinafter designated as the parties of the second part, Witnesseth: That the parties of the first part, in consideration of the sum of One dollar to them in hand paid, the receipt of which is hereby acknowledged, and of the agreements and understandings, hereinafter stated, to be kept and performed by the parties of the second part, their successors and assigns, do by these presents demise and lease unto the said parties of the second part, their successors and assigns, the following described real-estate and all minerals therein, situated and located in Greenville County, State of South Carolina, to wit; the Amt of five (5) acres of land known as the Mica Mine the old original Mine being the Center of said tract it is hereby agreed by both parties if the Mining of said tract proves profitable that the area is to be increased to cover the entire farm subject to Lease already on Farm.

(1st) The said parties of the second part, their successors or assigns, shall within one year from the 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 such business in a good mining like manner, and shall operate the same, and shall increase the capacity thereof from time to time, as the same becomes necessary.

(2nd) All minerals 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 land 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 a 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---- of each---- month as rent or royalty ten per cent of the Market value of all ores mined or sold. ~~to be paid when sold~~

(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 not 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 One year or as long as profitable to both parties.

In witness whereof, we have hereunto set our hands and seals, the day and year first aforesaid

R.M. Decker & Co., (Seal)

W.T. Miller, (Seal)

J. Teague, (Seal)

H.E. Decker, (Seal)

State of South Carolina,

County of Greenville,

Personally appeared before me W.G. Cox and made oath that he saw the within R.C. Willimon & R.M. Decker & Co., sign, seal the within instrument of writing and that he with W.H. Willimon witness the execution thereof.

Sworn to before me this the 20th,

dat of August. 1906.

W.H. Willimon, (L.S.)

Notary Public.

R.C. Willimon (Seal)

Witness:

W.H. Willimon (Seal)

W.G. Cox. (Seal)

W.G. Cox.

Recorded October 29th, 1906

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