

# Agreement For Rights.

THIS AGREEMENT made and entered into this 28 day of November 1901  
 by and between Jacob Hatfield & Margaret Hatfield of Pike  
 County, and State of Kentucky, party of the first part and hereinafter called the  
 "Grantor," which expression shall include his heirs and assigns where the context so requires or admits,  
 and <sup>Empire Coal Land Co</sup> ~~TENNIS COAL COMPANY~~, a corporation duly authorized and existing under the laws of the State  
 of Kentucky, as party of the second part, and hereinafter called the "Grantee," which expression  
 shall include its successors and assigns where the context so requires or admits.

WITNESSETH: That for and in consideration of \$ 10<sup>00</sup> in hand paid,  
 receipt of which is hereby acknowledged, and as first payment upon the sum of \$ 1<sup>50</sup>

per acre, for the property rights and privileges in, of, to, on, under, concerning or appurtenant to the  
 hereinafter described tract of land, balance whereof is to be paid ~~one year~~ from this date and when the  
 amount thereof is ascertained and conveyed as hereinafter stated, the "Grantor" has sold and hereby  
 agrees to convey to the "Grantee" as hereinafter provided, all the coal, minerals and mineral products,  
 all oils and gases, all salt minerals and salt water, fire and potters clay, all iron and iron ore, all stone,  
 and such of the standing timber as may be, or by the "Grantee" be deemed, necessary for mining purpos-  
 es, and including timber necessary for railroads, or branch lines thereof, that may hereafter be construct-  
 ed upon the said lands, and the exclusive rights-of-way for any and all railroads and ways and pipe  
 lines that may hereafter be located on said property by the "Grantee," its successors or assigns, or by any  
 person or corporation under authority of said "Grantee," or assigns in, of, under, concerning or appurte-  
 nant to the hereinafter described tract of land, together with the right to enter upon said lands, use and  
 operate the same and surface thereof and make use of and for this purpose divert water courses thereon,  
 in any and every manner that may be deemed necessary or convenient for mining, and therefrom remov-  
 ing or otherwise utilizing the products of said minerals, and for the transportation therefrom of said arti-  
 cles, and the right to use of such, as well for removal of the products taken out of any other land, owned  
 or hereafter acquired by the "Grantee," and the right to erect upon the said land, maintain, use and at  
 pleasure remove therefrom, all such buildings and structures as may be necessary or convenient to the ex-  
 ercise and enjoyment of the rights and privileges herein and in the use of said land and surface thereof  
 by the "Grantee" it, its successors and assigns shall be free from and is hereby released from liability or  
 claim of damage to the said "Grantor," personal representative, heirs and assigns. Free access to, up-  
 on and over the said land is hereby conferred upon the "Grantee" for the purpose of surveying and pros-  
 pecting the aforesaid property and interests, but there is reserved in this agreement, and to be reserved al-  
 so in the deed made pursuant hereto, to the "Grantor" all the timber upon the said land, except that  
 necessary for mining and the purposes hereinbefore mentioned, and the free use of land for agricul-  
 tural purposes so far as such use is consistent with the rights hereby sold and the right to mine and  
 use coal for his own household and domestic purposes.

Before the "Grantor" can demand as matter of strict right, the payment of said deferred purchase  
 money, the number of acres thereof is to be determined by actual survey, made by, or under the direction  
 of, a competent civil engineer, at the expense of the "Grantor," and the "Grantor" shall furnish a com-  
 plete abstract showing title in him, and thereupon convey or tender to the "Grantee" deed containing  
 covenants of general warranty, and the further covenants that he is seized in fee simple of said land  
 and of the rights thereunder, in actual possession thereof, and has good right and full power and au-  
 thority to convey the same, and that the "Grantee" shall and may have, hold and enjoy the rights  
 granted, free from eviction or disturbance by title paramount to that conveyed by the said deed, and that  
 the land, including the interest hereby sold and thereby conveyed, are free from all liens or encum-  
 brances; concerning which covenants it is hereby expressly declared, that representation as to same and  
 the aforesaid terms of said warranty to be made, are declared an essential condition and moving con-  
 sideration for the execution of this agreement.

The following is a description of the lands referred to, situate in Pike  
 County, State of Ky, on the waters of Blackberry Creek  
 and bounded on the north by land of J.P. Hatfield  
 on the south by County Bro<sup>d</sup> land on the East by  
 J.P. Hatfield on the West by Jor Hatfield and  
 bring land heired by said grantor from his father  
 Thomas Hatfield and bring all land owned by  
 grantor in Pike Co. Ky. and containing 75 acres  
 more or less. 5 acres is excepted from this tract

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IN TESTIMONY WHEREOF, the said Jacob Hatfield & Margaret Hatfield  
 has hereunto set his hand and seal, the day and year first above written and the said TENNIS COAL  
 COMPANY has hereunto caused its corporate seal to be affixed, and these presents to be signed by its  
 .....President thereunto duly authorized.

Jacob Hatfield (SEAL.)  
Margaret Hatfield (SEAL.)  
 \_\_\_\_\_ (SEAL.)

WITNESS:  
G.P. Vaughan  
Hi Williamson

TENNIS COAL COMPANY.  
 By \_\_\_\_\_ President.

STATE OF ..... }  
COUNTY OF ..... } TO-WIT:

I, ..... a Notary Public in and for the County and State aforesaid, certify that ..... whose name is signed to the writing hereto annexed, bearing date the ..... day of ....., 190.., has acknowledged the same before me in my County aforesaid. My Commission as Notary Public will expire on the ..... day of ..... 190.. Given under my hand and seal of office this ..... day of ..... 190..

.....  
Notary Public in and for the County and State aforesaid.

STATE OF ..... }  
COUNTY OF ..... } TO-WIT:

I, ..... County Clerk in and for the county and State aforesaid, certify that ..... whose name is signed to the writing above, bearing date the ..... day of ....., 190.., has acknowledged the same before me in my County aforesaid. Given under my hand this ..... day of ..... 190..

.....  
County Clerk in and for the County and State aforesaid.

STATE OF ..... }  
COUNTY OF ..... } TO-WIT:

I, ..... county clerk in and for the foregoing county and State aforesaid, certify that the foregoing instrument of writing from ..... to TENNIS COAL COMPANY, bearing date this ..... day of ....., 190.., was this day produced before me in said County and State and the acknowledgment thereof by said grantor duly proved as required by law by the oath of ..... one of the subscribing witnesses thereto, who having been first duly sworn by me testified that said instrument was signed in his presence and in the presence of ..... the other subscribing witness thereto, by the Grantor ..... and that they as subscribing witnesses signed their names as attesting witnesses thereto at the request of said grantor ..... in his presence and in the presence of each other. Given under my hand this ..... day of ....., 190..

.....  
County Clerk in and for the County and State aforesaid.

STATE OF ..... }  
COUNTY OF ..... } COUNTY COURT CLERK'S OFFICE.

I, ..... Clerk of the County Court in and for the County and State aforesaid do certify that the foregoing instrument of writing from ..... to TENNIS COAL COMPANY, bearing date the ..... day of ..... 190.., was this day lodged in my office for record, whereupon the same, together with this and the foregoing certificate, have been duly recorded in my office. Witness my hand this ..... day of ..... 190..

.....  
Clerk.

By ..... Deputy.

*Worth*

*Copy*

**AGREEMENT FOR RIGHTS.**

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*Pike*.....  
COUNTY

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*Hy*.....  
STATE

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*Jacob Stratfield*  
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TO

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*Empire Coal and Oil Co*  
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*Nov 28*.....  
1901

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*W. H. Williams*.....  
AGENT

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