



RECEIVED
6/15/2026

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF OIL AND GAS MANAGEMENT

DEP USE ONLY
Application Tracking # 1573372

Proposed Alternate Method or Material for Casing, Plugging, Venting or Equipping a Well

Well Operator Diversified Production LLC		DEP ID# 65675		Well Permit or Registration Number 3705100239	
Address 395 Airport Road		244896		Well Farm Name JAMES SANSTON	
City Indiana	State PA	Zip Code 15701	Well # 670553		Serial # N/A
Phone Northern PA 724-422-7878 Southern PA 724-397-5333	Fax N/A		County FAYETTE		Municipality GERMAN

*A proposed alternate method is subject to provisions in §3221 of the 2012 Oil and Gas Act, 58 Pa. C.S. §3221 Section 13 of the Coal and Gas Resource Coordination Act, 58 P.S. §513 and 25 PA Code §§78.75-78.75a (relating to Alternate Methods.) **Attach proof of notification of coal operator(s).***

Describe in reasonable detail using a written description and / or diagram:

- 1. the proposed alternate method or materials, and**
- 2. the manner in which the alternative will satisfy the goals of the laws and regulations.**

1. In lieu of venting requirements of 78.92 and 78.93 relating to wells located in coal areas, it is proposed to cement the well from TD or DEP-approved attainable bottom to surface.

2. Well shall be cemented using cement that meets or exceeds the ASTM International C 150, Type I, II or III Standard or API Specification 10 to stop the vertical flow of free gas or fluids.

Optional: Approval by Coal Owner or Operator		Signature of Applicant / Well Operator	
Signature	Date	Signature	Date
		Nicholas Bumgardner	6/15/2026
Print or Type Signer's Name and Title		Print or Type Signer's Name and Title	
		Nicholas Bumgardner, Permitting Supervisor	

If optional approval is signed by coal owner or operator, the 15-day objection period may be waived.

DEP USE ONLY	
Approved by (DEP Manager) <i>April A. Weiland</i>	Conditions ☐ YES, See Attached ☒ NO
	Date 08/13/2026



MOUNTAIN STREAM ENERGY SERVICES

36 Amherst Rd
Morgantown, WV 26505 (304) 685-
3034

June 15, 2026

Regarding **JAMES SANSTON 70553**,

A thorough review of the land books, grantor/grantee indexes, mortgage books, agreement books, and Prothonotary records found no conveyance establishing ownership of the nine-foot coal beneath the subject property. The search covered records related to Sunshine Coal and Coke Company, Frances Rocks, Fayette Title and Trust Company, American Connellsville Coal and Coke Company, and East Connellsville Coke Company.

The records also show a foreclosure proceeding filed by Fayette Title and Trust Company on February 11, 1918 (Equity 896), in which the court ordered the sale of the mortgaged properties. While a return of sale was filed on May 14, 1918, and confirmed on May 24, 1918, the original Equity Case 896 could not be located in the Prothonotary's office, and no further recorded information was found. Equity Docket Book 8-51 suggests Fayette Title and Trust Company was the purchaser.

Additionally, a September 28, 1938, article in the Morning Herald reported that Fayette Title and Trust Company merged with The National Bank of Fayette County in 1930, which was later declared insolvent in 1931. Although American Connellsville Coal and Coke Company acquired interests from the same tract, those conveyances did not include the subject property. Finally, while land books indicate Sunshine Coal and Coke Company properties were conveyed to East Connellsville Coke Company in 1915, no recorded conveyance was found in the grantee index. No additional information was located of record. How do we proceed in notifying coal owners in this case?

Sincerely,

A handwritten signature in black ink that reads "Jennifer Smiley". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jennifer Smiley
Senior Title Abstractor
(304) 290-7979

Carla Henry

From: Najewicz, Justin <jnajewicz@pa.gov>
Sent: Monday, June 15, 2026 7:21 AM
To: Nicholas Bumgardner
Cc: Carla Henry; Chris Veazey; Jeff Gach
Subject: RE: [External] JAMES SANSTON 670553 - Coal Well -

External (jnajewicz@pa.gov)



[Report This Email](#)

Good morning Nick,

When submitting the alternative method, have the information below included as a letter from the abstractors.

Thank you,



Justin A. Najewicz | Oil and Gas Inspector Supervisor
Department of Environmental Protection | District Oil and Gas Operations

New Stanton District Office
131 Broadview Road | New Stanton, PA 15672
Mobile: 724.221.4177
Office: 724.925.5511
24-hour toll free Emergency Response: 1-800-541-2050
dep.pa.gov

PRIVILEGED AND CONFIDENTIAL COMMUNICATION The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any use of this information other than by the intended recipient is prohibited. If you receive this message in error, please send a reply e-mail to the sender and delete the material from any and all computers.

From: Nicholas Bumgardner <nbumgardner@dgoc.com>
Sent: Friday, June 12, 2026 10:42 AM
To: Najewicz, Justin <jnajewicz@pa.gov>
Cc: Carla Henry <chenry@dgoc.com>; Chris Veazey <CVeazey@dgoc.com>; Jeff Gach <jgach@nextlvenergy.com>
Subject: [External] JAMES SANSTON 670553 - Coal Well -

ATTENTION: This email message is from an external sender. Do not open attachments or click links from unknown senders. To report suspicious email, use the [Report Phish button](#) in Outlook.

Justin,

Please see the note below from our 3rd party abstractors.

Regarding **JAMES SANSTON 670553**,

A thorough review of the land books, grantor/grantee indexes, mortgage books, agreement books, and Prothonotary records found no conveyance establishing ownership of the nine-foot coal beneath the subject property. The search covered records related to Sunshine Coal and Coke Company, Frances Rocks, Fayette Title and Trust Company, American Connellsville Coal and Coke Company, and East Connellsville Coke Company.

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How do we proceed in notifying coal owners in this case?

Thanks,

Nick Bumgardner
Permitting Supervisor - Diversified Energy

(Physical Address)

Next Level Energy
104 Heliport Loop Road
Bridgeport, WV 26330

(Mailing Address)

P.O. Box 1337
Bridgeport, WV 26330

Nbumgardner@dgoc.com
304-545-4848 – Cell

AFFIDAVIT OF FACT

James Sanston No. 670553 - Fayette County, Pennsylvania

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, to-wit:

Before me, the undersigned Notary Public, personally appeared Beth Dillon, who, being first duly sworn, deposes and states:

1. I am the Title Manager of Mountain Stream Energy Services LLC and am authorized to make this affidavit on its behalf.
2. Attached hereto is the coal interest report concerning the James Sanston No. 670553 tract, Fayette County, Pennsylvania.
3. The research reflected in the attached report was performed in accordance with standard title research practices, using the records of Fayette County, Pennsylvania, and the supporting documentation located in the course of that research accompanies the report.
4. The findings set out in the attached report are true and correct to the best of my knowledge, information and belief.

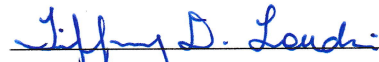
And further affiant sayeth naught.



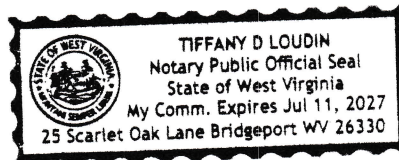
Beth Dillon, Title Manager
Mountain Stream Energy Services LLC

Taken, sworn to and subscribed before me this 1st day of August, 2026.

My commission expires: July 11, 2027



Notary Public





MOUNTAIN STREAM ENERGY SERVICES

36 Amherst Rd
Morgantown, WV 26505 (304) 685-
3034

June 15, 2026

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Sincerely,

A handwritten signature in black ink that reads "Jennifer Smiley". The signature is written in a cursive, flowing style.

Jennifer Smiley
Senior Title Abstractor
(304) 290-7979

Coal Owner Report

Well Name:

JAMES SANSTON 670553

Tax Parcel Number:

37-051-15-36-0019

API #:

3705100239

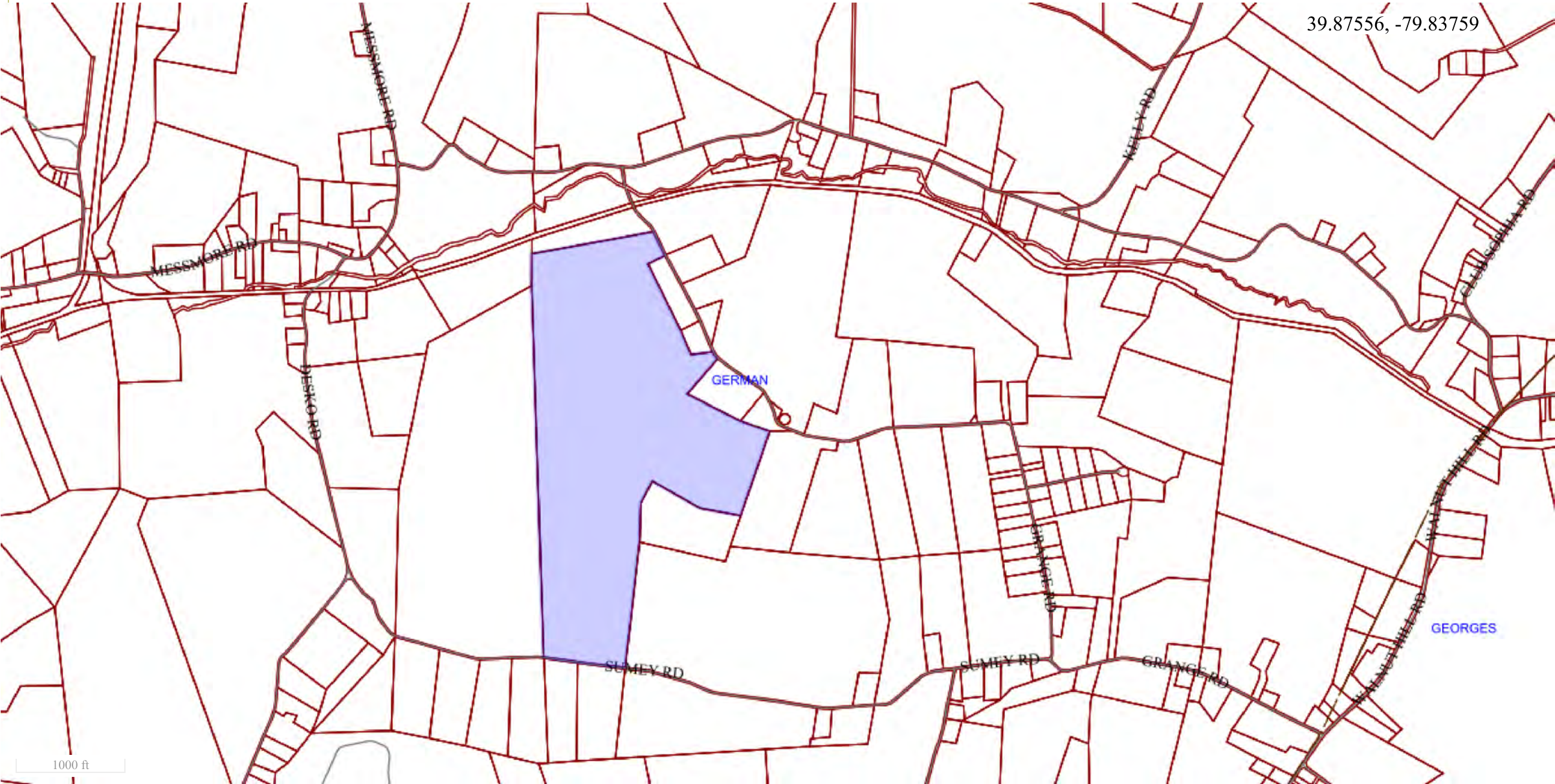
County:

Fayette

TAX MAP(S)

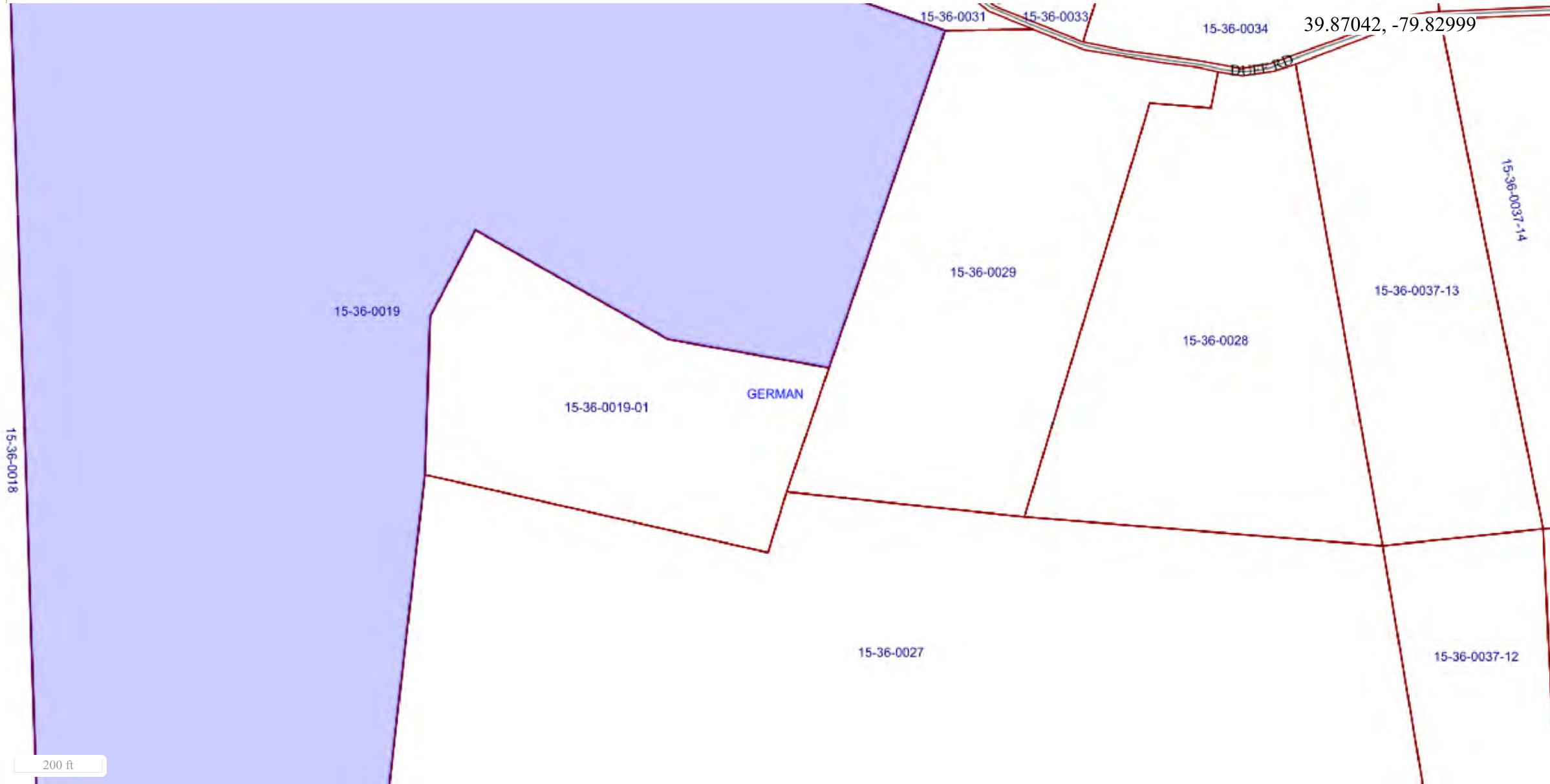
FAYETTE COUNTY

- Home
- Property Searches
- Introduction
- Valuation
- Calendar
- FAQ's
- Tax Relief
- Appeals
- Department of Assessment
- Print



FAYETTE COUNTY

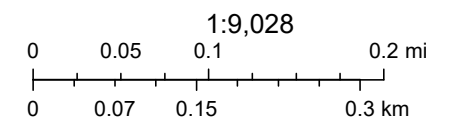
- Home
- Property Searches
- Introduction
- Valuation
- Calendar
- FAQ's
- Tax Relief
- Appeals
- Department of Assessment
- Print



WELL LOCATION



June 15, 2026



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Client Inspections for Client ID: 46038 - VIKING RESOURCES CORP

Program	Inspection ID	Date Inspected	Inspection Type	Inspection Results	Violations	Operator Response
OG	1154817	07/31/2002	Administrative/File Review	Violation(s) Noted	1	No

Client Inspections for Client ID: 324629 - DIVERSIFIED OIL & GAS LLC

Program	Inspection ID	Date Inspected	Inspection Type	Inspection Results	Violations	Operator Response
OG	2990542	01/30/2020	Administrative/File Review	Violation(s) Noted	5	Yes

Client Inspections for Client ID: 39354 - CASTLE GAS CO INC

Program	Inspection ID	Date Inspected	Inspection Type	Inspection Results	Violations	Operator Response
OG	917280	02/11/2000	Administrative/File Review	Violation(s) Noted	1	No
OG	784149	08/25/1998	Unspecified Inspection	Violation(s) Noted	1	No
OG	784159	08/19/1998	Unspecified Inspection	Violation(s) Noted	1	No
OG	784180	08/04/1998	Unspecified Inspection	Violation(s) Noted	1	No
OG	784672	07/09/1997	Unspecified Inspection	Violation(s) Noted	1	No

Client Inspections for Client ID: 244896 - DIVERSIFIED PROD LLC

Program	Inspection ID	Date Inspected	Inspection Type	Inspection Results	Violations	Operator Response
OG	4198455	05/13/2026	Administrative/File Review	Violation(s) Noted	1	No
OG	4111301	12/17/2025	Administrative/File Review	Violation(s) Noted	1	No
OG	4034232	08/15/2025	Administrative/File Review	Violation(s) Noted	1	No
OG	3841893	10/02/2024	Administrative/File Review	Violation(s) Noted	1	No
OG	3872360	04/20/2023	Administrative/File Review	Violation(s) Noted	1	No

No Client Inspection for Client ID: 261655 - VIKING RESOURCES LLC

No Site Inspections for Site ID: 40917 - JAMES SANSTON 670553 WELL

No Primary Facility Inspections for Primary Facility ID : 42669 - JAMES SANSTON 670553(051-00239)

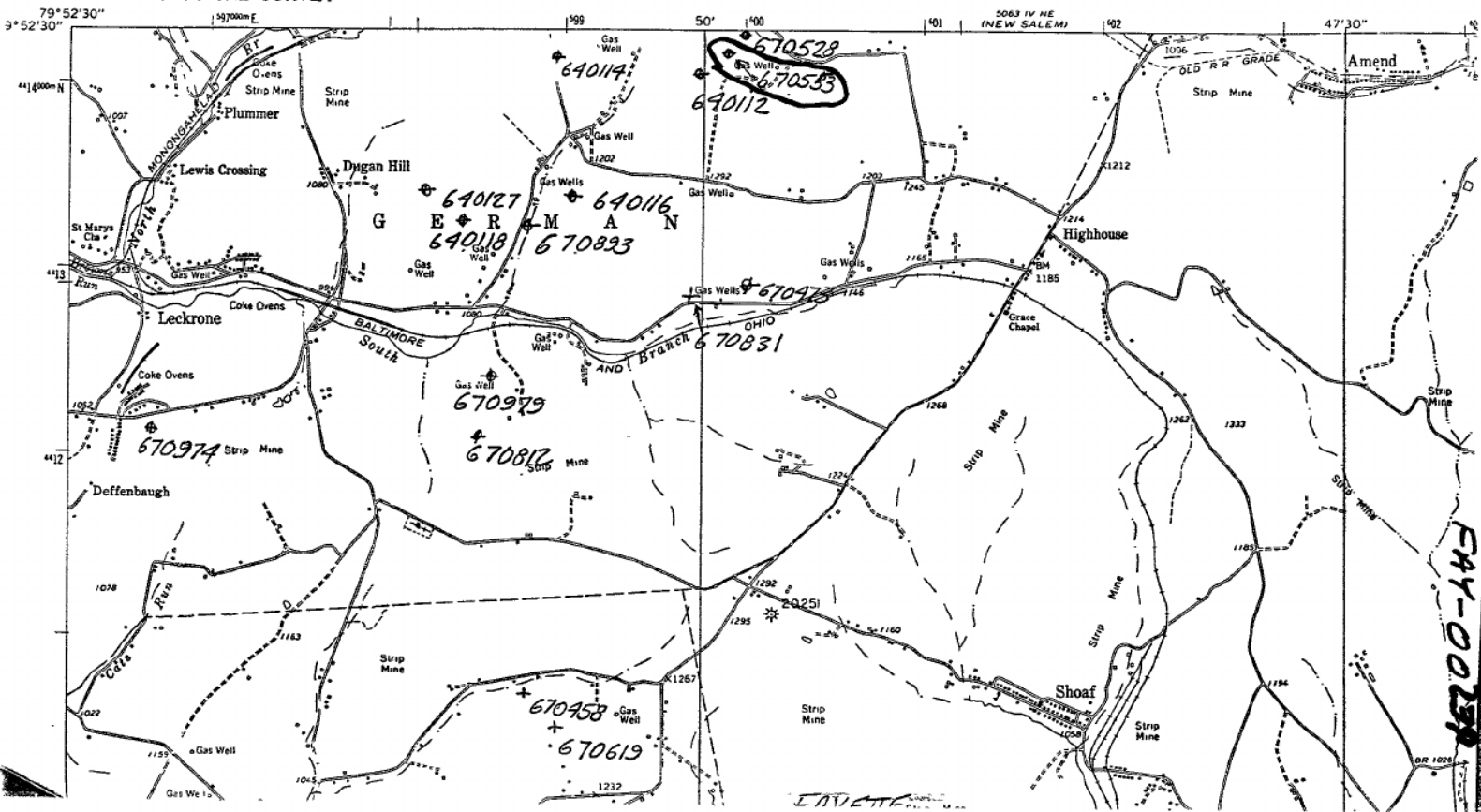
Well Operator History

Client Name	Client ID	Client OGO	Start Date	End Date	
DIVERSIFIED PROD LLC	244896	OGO-65675	02/03/2021		
DIVERSIFIED OIL & GAS LLC	324629	OGO-68792	10/31/2017	02/03/2021	
VIKING RESOURCES LLC	261655	OGO-66670	11/21/2008	10/31/2017	
VIKING RESOURCES CORP	46038	OGO-18685	05/08/2002	11/21/2008	
CASTLE GAS CO INC	39354	OGO-1441	07/30/1991	05/08/2002	

051-00239

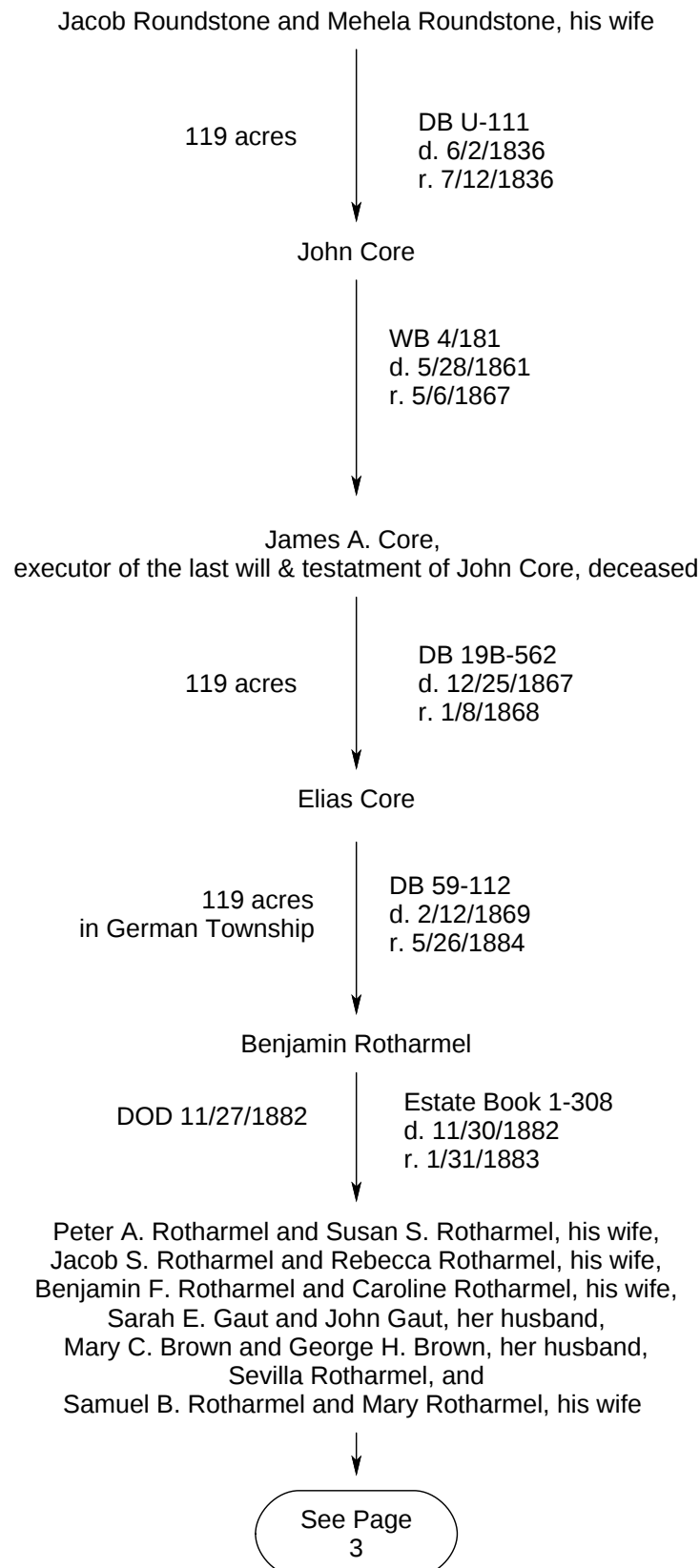
UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

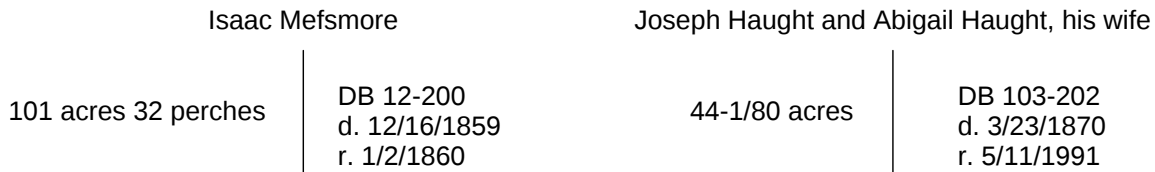
SMITHFIELD
7.5



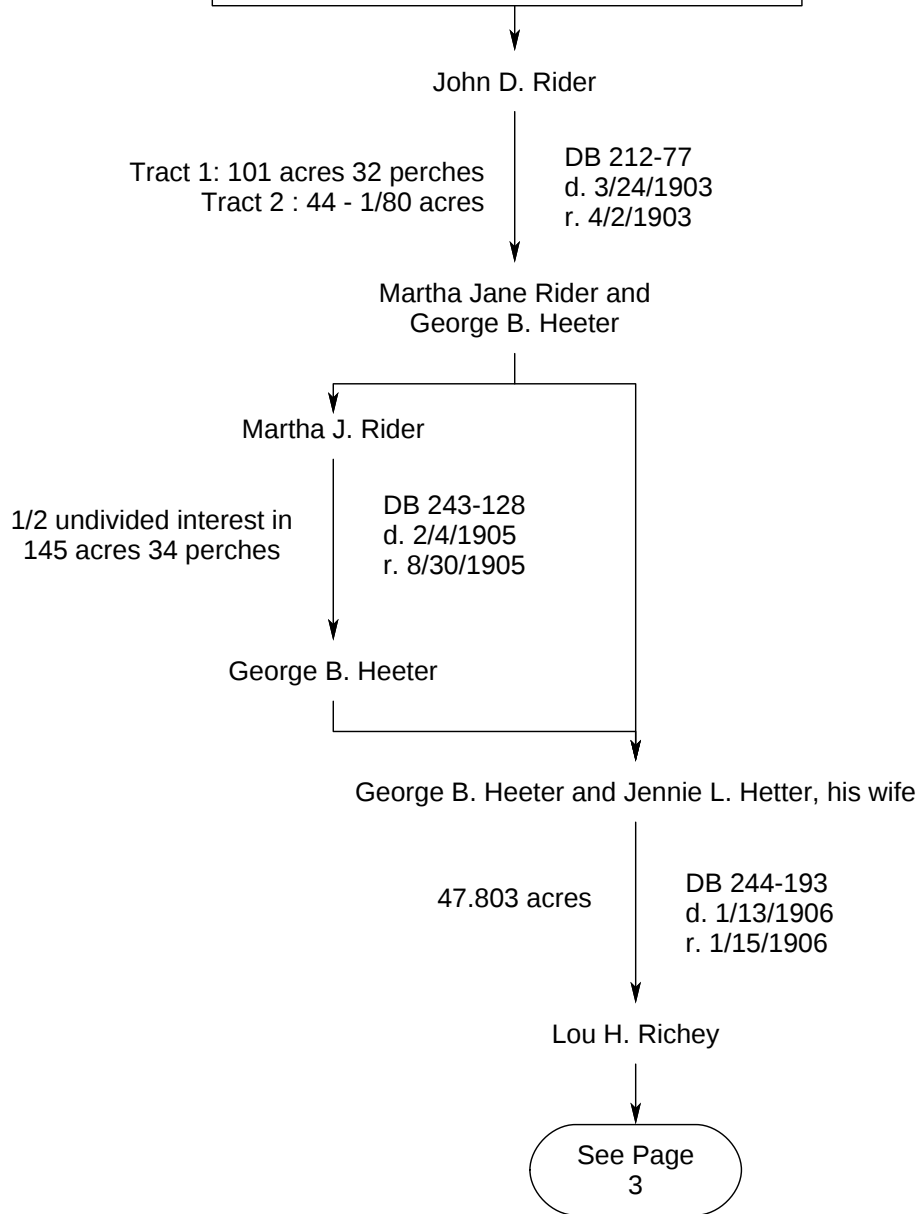
051-00239

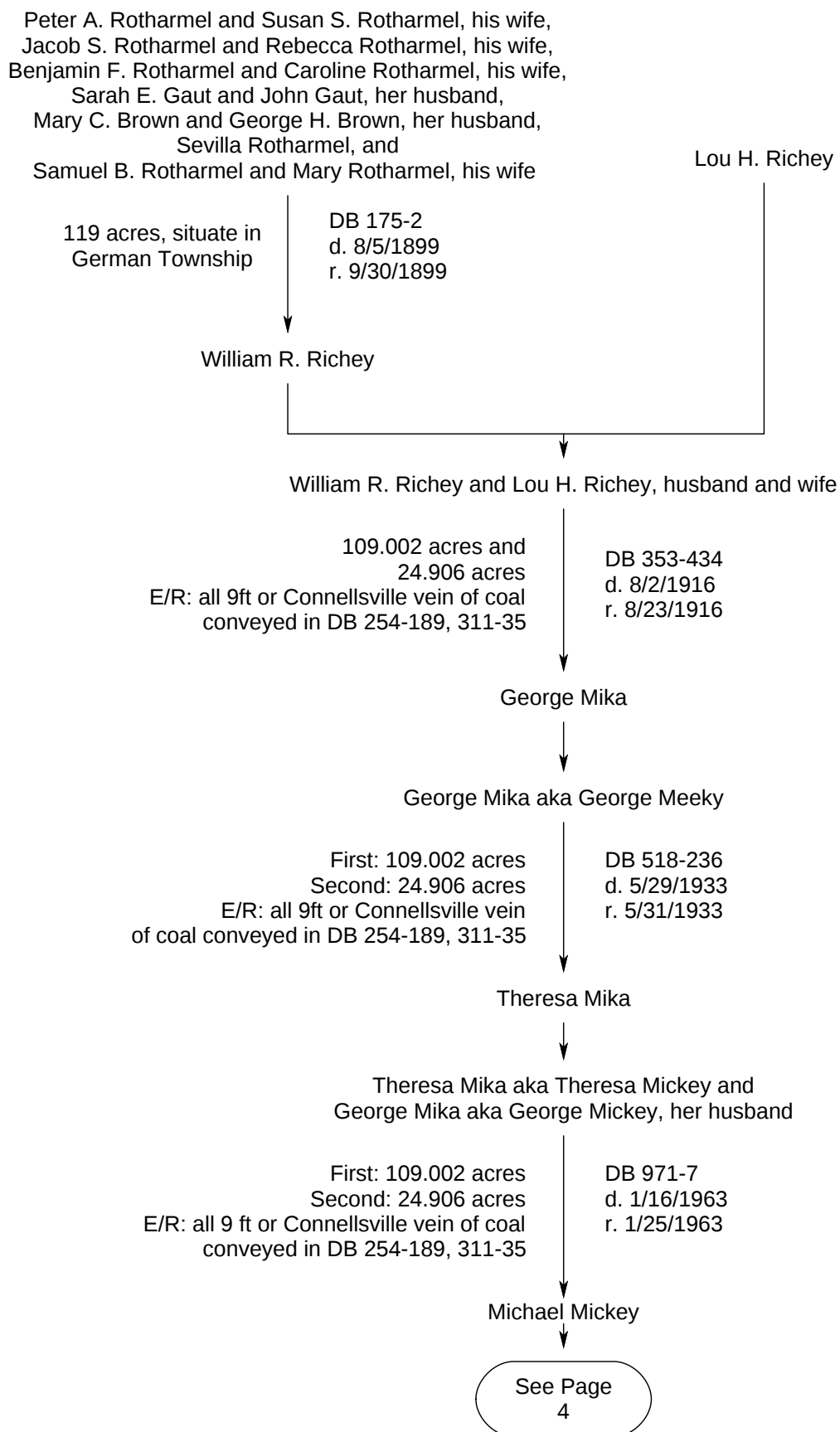
**SURFACE
CHAIN OF TITLE**

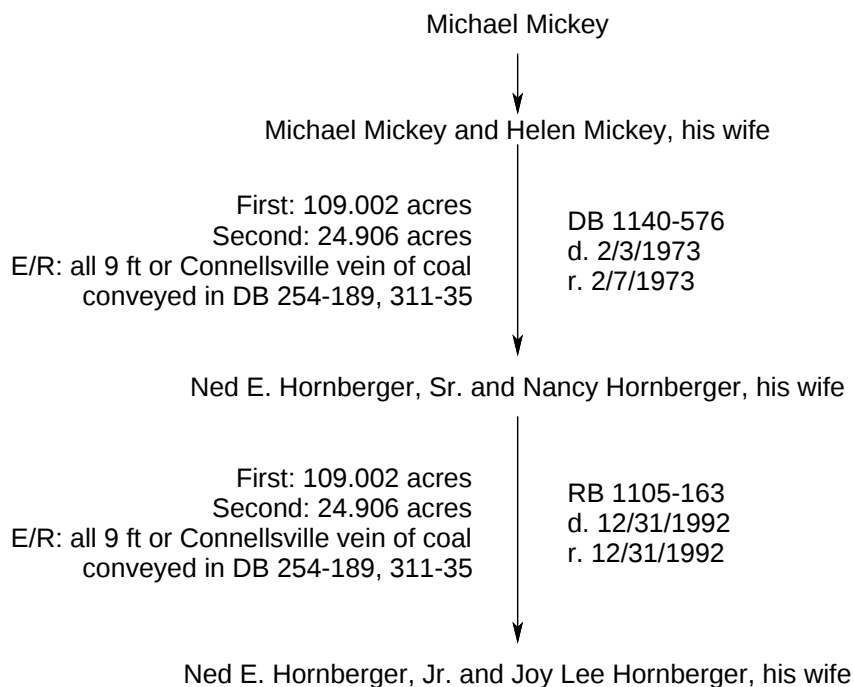




Surface Flowchart
API 3705100239
TMP 15-36-0019
118.32 acres
German Township
Page 2 of 4







**SURFACE
VESTING DOCUMENTS**

THIS DEED

MADE THE 31st day of December, in
the year of our Lord one thousand nine hundred and
ninety-two.

BETWEEN NED E. HORNBERGER, SR. and NANCY
HORNBERGER, his wife of German Township, Fayette County,
Pennsylvania Parties of the first part,

GRANTORS.

A
N
D

NED E. HORNBERGER, JR. and JOY LEE HORNBERGER,
his wife, of German Township, Fayette County,
Pennsylvania, Parties of the second part,

GRANTEES.

WITNESSETH, that in consideration of Natural
love and affection, the said grantors do hereby grant
and convey to the said grantees,

ALL those three (3) certain tracts of land
situate in German Township, Fayette County,
Pennsylvania, bounded and described as follows:

FIRST: BEGINNING at a stone on the corner of
land of J. C. Lawrence, thence along the land of J. C.
Lawrence, North two (2°) degrees West three thousand,
four hundred and twenty-five and five tenths (3,425.5)
feet to a stone on the line of the land of A. W. Ross;
thence along land of A. W. Ross North sixty-five (65°)
degrees East ninety-nine (99) feet to a stone on line
of land of Lou H. Richey; thence by land of Lou H.
Richey North sixty-five (65°) degrees East one hundred
and thirty-two (132) feet to an iron pipe; thence by
lands of Lou H. Richey and G. W. Guseman South Fifty-
four (54°) degrees East one thousand, seven hundred and
twenty-eight (1,728) feet to a stone in the line of the
land of the said G. W. Guseman; thence along the land
of the said G. W. Guseman South sixty-four (64°) degrees
East seven hundred and twenty-six (726) feet to a stone
in the line of the land of George I. Cruse heirs; thence
along said land South eighteen (18°) degrees, fifteen
(15') minutes West one thousand three hundred and

eighty-four (1,384) feet to a post; thence by said land North seventy-six (76°) degrees, fifteen (15') minutes West eight hundred and twenty-eight (828) feet to a stone; thence by said lands South six (6°) degrees, thirty (30') minutes West one thousand, one hundred and sixty-eight and eight-tenths (1,168.8) feet to a stone in the road in the line of the land of O. G. Cuppett; thence along said road and land of O. G. Cuppett; eighty-three (83°) degrees and fifteen (15') minutes West seven hundred and seventy-six (776) feet to a stone in said Road, the place of beginning. Containing one hundred and nine and two-thousandths acres according to the survey of L. D. Woodfill July 6th and 7th, 1916 (109.002 acres). A plot of said tract being hereto attached and made a part hereof.

SECOND: BEGINNING at an iron in the line of the McClellandtown Road in the line of the land of G. W. Guseman; thence along said Road North twenty-seven (27°) degrees and five (5') minutes West nine hundred and forty and five-tenths (940.5) feet to an iron pin in said Road; thence along said Road North thirty-six (36°) degrees and forty-five (45') minutes West three hundred and thirteen and five-tenths (313.5) feet to the line of the right of way of the South West Pennsylvania Railroad Company; thence along said right of way South seventy-nine (79°) degrees West eighty (80) feet to a point; thence along said right of way South seventy-six (76°) degrees West eight hundred and twenty-five (825) feet to a stake on the line of the land of A. W. Ross; thence along the land of the said A. W. Ross South six (6°) degrees and thirty (30') minutes East one hundred and seventy-two and eight-tenths (172.8) feet to a stake; thence along the land of the same South one (1°) degree and (15') minutes West three hundred and eighteen (318) feet to a stone in the line of the land of William R. Richey; thence by the land of the same North sixty-five (65°) East one hundred and thirty-two (132) feet to an iron pipe; thence by the land of the same South fifty-four (54°) degrees East one thousand and forty (1040) feet to a stone in the line of the land of G. W. Guseman; thence by the land of the said G. W. Guseman North seventy-two (72°) degrees and thirty (30') minutes East five hundred and thirty-seven and six-tenths (537.6) feet to an iron pin in the McClellandtown Road, the place of beginning. Containing twenty-four and nine hundred and six-thousandths (24.906) acres according to the survey of L. D. Woodfill made on July 6th and 7th, 1916. A plot of said tract being hereto attached and made apart hereof.

EXCEPTING AND RESERVING from the operations of this deed all the rights and privileges heretofore granted by John D. Rider to W. A. Keener, et al., in a certain Oil and Gas Lease dated July 3, 1886, and recorded in Deed Book 74, page 375.

ALSO, all the rights and privileges granted by Martha Jane Rider and George B. Heeter to the Huron Water Company for a right of way for water line dated May 25, 1903, and recorded in Deed Book 262, page 293.

ALSO, all the right and title of, in and to the nine foot or Connellsville vein of coal, with the privileges of mining the same, conveyed by deeds of William R. Richey, et al., to Francis Rocks dated May 1, 1906, and November 1, 1910, and recorded in Deed Book 254, page 189 and Deed Book 311, page 35.

ALSO, all the rights and privileges to drill for oil and gas as contained in the leases of Louise Richey and William R. Richey to the Fayette County Gas Company dated June 16, 1915, and recorded in Agreement Book 29, page 109 and Agreement Book 30, page 1.

UNDER AND SUBJECT to the present oil and gas lease on said premises being the lease of George Mika and Theresa Mika, to the Fayette County Gas Company dated February 5, 1920, as recorded in Agreement Book 40, page 267, and as modified by the Reducing Gas Well Rental Agreement dated February 4, 1955, and recorded in Deed Book 828, page 91.

ALSO SUBJECT to the following rights of way:

1st. Granted to Greensboro Gas Company by agreement dated November 30, 1921, which agreement is of record in Agreement Book 43, page 358.

2nd. Granted to Fayette County Gas Company by agreement dated July 10, 1922, which agreement is of record in Agreement Book 44, page 270.

3rd. Granted to Greensboro Gas Company by agreement dated May 29, 1925, which agreement is of record in Agreement Book 50, page 206.

4th. Granted to Fayette County Gas Company by Agreement dated November 15, 1926, which agreement is of record in Agreement Book 51, page 276.

5th. Granted to Greensboro Gas Company by agreement dated January 23, 1928, which agreement is of record in Agreement Book 53, page 265.

6th. Granted to Fayette County Gas Company by agreement dated April 16, 1934, which agreement is of record in Agreement Book 65, page 285.

EXCEPTING AND RESERVING thereout and therefrom the following two tracts of land:

1. Granted to the Fayette County Gas Company by deed dated July 10, 1922, which deed is of record in Deed Book 427, page 311.

2. Granted to George W. Gooseman by deed dated February 3, 1922, which deed is of record in Deed Book 496, page 300.

THIRD: BEGINNING at a stone near a white oak tree on the hillside in the line now or formerly of George Mika; thence by other lands of George Mika, George W. Gooseman and Louvarah Gooseman, his wife, South 53° East 553.9 feet to a post near run; thence by other lands now or formerly of George W. Gooseman and Louvarah Gooseman, his wife, and by small run North 32° 45' East 162.75 feet; thence along a larger run and by same said land now or formerly of George W. Gooseman, et ux., North 28° 30' West 350 feet to a post West side of said run; thence by other land of the said George Mika South 73° West 380 feet to the place of beginning, containing two and 527/100 acres.

EXCEPTING AND RESERVING, however, all the coal, minerals and rights underlying the said described tract of land with the mining rights and privileges, without being liable for damages to the surface; also reserving the lease of oil and gas which the said George W. Gooseman, et ux., has upon said described tract of land.

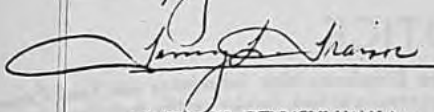
The grantors further give and grant whatever right exists in the grantors in the right of way that was reserved in the deed of Andrew Mika to James Washington, said deed being of record in Deed Book 1084, page 885, which right of way is shown on the plot of record in Deed Book 974, page 78, and designated in said print as a private lane, which right of way is a necessary appurtenance to the land hereinabove described.

BK1105 PG0167

AND the said grantors hereby covenant and agree that they will warrant GENERALLY the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

Ned E. Hornberger, Sr. (SEAL)
NED E. HORNBERGER, SR.

Nancy Hornberger (SEAL)
NANCY HORNBERGER

STATE OF PENNSYLVANIA:

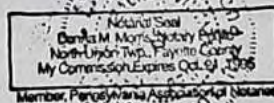
COUNTY OF FAYETTE SS:

On this, the 31st day of December,
1992, before me, the undersigned officer, personally
appeared NED E. HORNBERGER, SR. and NANCY HORNBERGER,
his wife, know to me (or satisfactorily proven) to be
the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same
for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.

Donna M. Morris (SEAL)

Notary Public
Title of Officer



BEING the same real property as was conveyed to the parties herein by deed of Michael Mickey, et. ux., dated February 3, 1973 and of record in Deed Book 1140, page 576.

GRANTOR(S) HEREBY WARRANT THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DISPOSED OR HAS EVER BEEN DISPOSED BY THE GRANTOR(S) OR TO THE GRANTOR(S) ACTUAL KNOWLEDGE UPON OR WITHIN THE SUBJECT PREMISES. THIS NOTICE IS REQUIRED BY THE ACT OF JULY 7, 1980, P.L. 380.

662 B

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Ned E. Hornberger Jr. by *EDN*
 NED E. HORNBERGER, JR.
Joe Lee Hornberger by *EDN*
 JOE LEE HORNBERGER

This 31st day of December, 1992

I do hereby certify that the precise residence
and complete post office address of the within named
grantee is R.D. 1 Box 580, Hickelstown PA 15458

1105-163 018944

RECORDED

92 DEC 31 PM 12:09

DAVID G. MALOSKY
RECORDER
FAYETTE COUNTY

19-



STATE OF PENNSYLVANIA
COUNTY OF FAYETTE

Recorded on December 31, A.D. 1992

in the Recorders Office in record Book 1105

Page 163. Given Under my hand and the
seal of said office this day written.

David G. Malosky Recorder of Deeds

*Neumann Law Office
45 E Main St
Chambersburg*

COAL CHAIN OF TITLE

William R. Richey and Lou H. Richey, his wife

All 9ft or Connellsville coal
in and underlying 119 acres
E/R: 1/4 acre of coal

DB 254-189
d. 5/1/1906
r. 6/12/1906

All 9ft or Connellsville coal
in and underlying a certain
triangler piece of land E/R
in DB 254-189

DB 311-35
d. 11/1/1910
r. 11/2/1910

Francis Rocks

Francis Rocks,
trading as Sunshine Coal and Coke Company

XV. William R. Richey Tract of Coal
all the 9ft or Connellsville vein of coal
in and underlying 119 acres conveyed
in DB 254-189.
E/R throughout and therefrom 1/4 acre
of said coal

Mortgage 74-334
d. 10/1/1908
r. 11/18/1908

Fayette Title and Trust Company

Francis Rocks and Anna Rocks, his wife

Sunshine Coal and Coke Company No. 2 Plant
XX. William R. Richey Tract
119 acres, under which is situate
about 8 acres of said vein of coal.
All the 9ft or Connellsville seam
of coal in and underlying all that
certain tract of land situate in
said German Township.
E/R: thereout and therefrom 1/4
acre of said coal.

DB 315-327
d. 9/1/1810
r. 10/4/1910

IV. William R. Richey Tract of Coal
all 9ft or Connellsville seam of coal
in and underlying the triangler piece
of land E/R in DB 254-189 and
conveyed in DB 311-35

DB 327-178
d. 6/12/1912
r. 8/16/1912

Sunshine Coal and Coke Company

See Page
2

Fayette Title & Trust Company,
a Corporation, Trustee
Plaintiff

vs

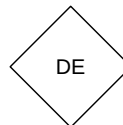
Franics Rocks,
trading as Sunshine Coal & Coke Company
and Sunshine Coal & Coke Company,
a Corporation
Defendants

Proceeding in Equity
There are outstanding and unpaid bonds
by Mortgage in Mortgage book 74-334.
The notice of default was duly given to the
defendants on 1/1/1913 which default continues.
The plaintiff is now in the possession by terms of
said mortgage.
It is further ordered, adjudged and decreed that the
plaintiff Fayette Title and Trust Company as Trustee
shall sale the properties covered by mortgage
at public sale except those that have been
duly released. 5/14/1918 return of sale filed.
5/24/1918 sale confirmed absolutely.

Equity Docket 8-51
d. 2/11/1918
r. 5/24/1918

Equity No. 896
file is missing

Fayette Title and Trust Company,
a Corporation



NOTE:

A thorough review of the land books, grantor/grantee indexes, mortgage books, agreement books, and Prothonotary records found no conveyance establishing ownership of the nine-foot coal beneath the subject property. The search covered records related to Sunshine Coal and Coke Company, Frances Rocks, Fayette Title and Trust Company, American Connellsville Coal and Coke Company, and East Connellsville Coke Company.

The records also show a foreclosure proceeding filed by Fayette Title and Trust Company on February 11, 1918 (Equity 896), in which the court ordered the sale of the mortgaged properties. While a return of sale was filed on May 14, 1918, and confirmed on May 24, 1918, the original Equity Case 896 could not be located in the Prothonotary's office, and no further recorded information was found. Equity Docket Book 8-51 suggests Fayette Title and Trust Company was the purchaser.

Additionally, a September 28, 1938, article in the Morning Herald reported that Fayette Title and Trust Company merged with The National Bank of Fayette County in 1930, which was later declared insolvent in 1931. Although American Connellsville Coal and Coke Company acquired interests from the same tract, those conveyances did not include the subject property. Finally, while land books indicate Sunshine Coal and Coke Company properties were conveyed to East Connellsville Coke Company in 1915, no recorded conveyance was found in the grantee index. No additional information was located of record.

COAL SEVERANCE DOCUMENTS

William R. Richey et al
 Francis Rocks

This Indenture,

Made the first day of May in the year of our Lord one thousand nine hundred and six

Between William R. Richey and Lou H. Richey, his wife, of German township, Fayette County, Pennsylvania, parties of the first part And Francis Rocks, of the borough of Mason town, Fayette County Pennsylvania, party

of the second part, Witnesseth, That the said parties of the first part, for and in consideration of the sum of Twelve thousand (\$12,000⁰⁰)

lawful money of the United States of America unto them well and truly paid by the said part of the second part, at and the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part his heirs and assigns,

All the nine-foot or Bonnellville seam of coal in and underlying all that certain tract of land, situate in German township, Fayette County, Pennsylvania, bounded and described as follows, to wit: Beginning at a stone corner of Jacob Lawrence, thence North two and one fourth ($2\frac{1}{4}$) degrees, West two hundred and sixty eight (268) perches, to a stone; thence by lands of Messmore North sixty four (64) degrees East, fourteen (14) perches to a rock oak stump; thence by same South fifty four and seven eighths ($54\frac{7}{8}$) degrees, East one hundred and five (105) perches to stone; thence South sixty five and one half ($65\frac{1}{2}$) degrees East forty four (44) perches; thence (by the widow's part) South eighteen and one fourth ($18\frac{1}{4}$) degrees West eighty five (85) perches to post; thence North seventy six and five eighths ($76\frac{5}{8}$) degrees West forty nine and two tenths ($49\frac{2}{10}$) perches to post in meadow; thence South five and one fourth ($5\frac{1}{4}$) degrees West one hundred and twenty three (123) perches; thence South eighty six (86) degrees, West forty one and one tenth ($41\frac{1}{10}$) perches to the place of beginning, containing 119 acres and allowances. Being the same tract of land that was conveyed to the said William R. Richey by deed of Peter A. Rotharmel, et al, bearing date Aug. 5th, 1899, and recorded in the Recorder's Office of Fayette County in Deed Book Vol. 175, page 2. Together with the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water courses therein or thereon, by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, his heirs and assigns, wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal with supplies, men, teams, animals, wagons, &c.; and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal, and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. Excepting and reserving thereout and therefrom one fourth acre of said coal, together with the appurtenant mining rights, said reservation being rectangular in shape and situate on the north-east corner of the main body of said coal, in the hill field nearest to the dwelling house, on the above described tract of land. It is understood and agreed that the full face of the coal shall be the out crop of said reservation.

TOGETHER with all and singular the said property improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, in law, equity or otherwise howsoever of, in and to the same and every part thereof, to have and to hold the said coal and mining rights. (excepting and reserving aforesaid) hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part his heirs and assigns, to and for the only proper use and behoof of the said party of the second part his heirs and assigns, FOREVER.

And the said William R. Richey the said party of the first part, for himself and his

heirs, executors and administrators, does by these presents covenant, grant and agree to and with the said party of the second part, his heirs and assigns, that he the said party of the first part, and his heirs, all and singular, the hereditaments and premises herein above described and granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, against him the said party of the first part, and his heirs and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof: excepting and reserving aforesaid shall and will warrant and forever defend.

In Witness Whereof, the said parties of the first part, have to these presents set their hands and seals, the day and year first above written.

WITNESSED, SEALED AND DELIVERED IN THE PRESENCE OF:

J. M. Dawson

Wm R. Richey
Low. H. Richey



Received, the day of the date of the above Indenture, of the above-named Francis Rocks the sum of Twenty thousand (\$20000.00) Dollars lawful money of the United States, being the consideration money above mentioned in full

Witness:

State of Pennsylvania } ss:
County of Lancaster }
On this 18th day of May
A. D. 1906, before me, the subscriber, a Notary Public in and for said county and state personally came the above-named William R. Richey and Low. H. Richey, his wife

who in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same might be recorded as such.

the said being of full age, and by me examined separate and apart from said husband, and the contents of the said Indenture being first made fully known to declared

that did, voluntarily, of own free will and accord, sign and seal and, as act and deed, deliver the same, without any coercion or compulsion of said husband.

Witness my hand and Notarial seal the day and year aforesaid.

James H. Collins (Notary Seal)
Notary Public
Recorded and compared June 12th 1906

State of _____ } ss:
County of _____ }
On this _____ day of _____
A. D. _____, before me, the subscriber, personally came the above-named _____

who in due form of law acknowledged the foregoing Indenture to be _____ act and deed, and desired that the same might be recorded as such.

the said being of full age, and by me examined separate and apart from said husband, and the contents of the said Indenture being first made fully known to declared

that did, voluntarily, of own free will and accord, sign and seal and, as act and deed, deliver the same, without any coercion or compulsion of said husband.

Witness my hand and _____ seal the day and year aforesaid.

Logan Rush Recorder.

William R. Richey et al.,
to

Francis Rocks

This Indenture,

Made the first day of November in the year of our Lord one thousand nine hundred and ten.

Between William R. Richey and Lou B. Richey, his wife, of Charleroi, Washington County, Pennsylvania, parties of the first part and Francis Rocks, of Masontown, Fayette County, Pennsylvania, party

of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of One Hundred (\$100.00) Dollars lawful money of the United States of America, unto the said party of the second part, well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, his heirs and assigns,

All the mine foot or Cornwellville seam of coal in and under-lying all that certain triangular piece of land, situate in German Township, Fayette County, Pennsylvania, excepted and reserved out of a certain deed of said William R. Richey and wife to said Francis Rocks for other said coal that belonged to said Richey, bearing dated May 1, 1906, and recorded in Deed Book Vol. 254, page 189, reference being made thereto for a fuller and more complete description of the coal hereby conveyed. Together with the right to mine and remove all of said coal without being required to provide or bear support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water courses therein or thereon, by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at mine of said second party, his heirs and assigns, wherever located, and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal, or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons, &c, and with the right to make and maintain and use tracks, roads, and ways in and through said mines for use for the transportation and drainage of said coal, and of coal, and supplies to and from other lands; and generally freed, clear, and discharged of any servitude whatever to said overlying surface and anything therein or thereon. Being the coal underlying that portion of said tract of land conveyed to said William R. Richey by Peter A. Rothman et al. bearing date Aug. 5th, 1899, and recorded in the Recorder's Office of Fayette County, Pa., in Deed Book Vol. 175, page 2.

TOGETHER with all and singular the said property improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said part of the first part, in law, equity or otherwise howsoever of, in and to the same and every part thereof, To Have and to Hold the said part of coal land, with the mining rights hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part his heirs and assigns, to and for the only proper use and behoof of the said party of the said party his heirs and assigns, FOREVER.

And the said William C. Pichey and Lou H. Pichey, his wife, the said parties of the first part, for themselves and their heirs, executors and administrators, by these presents covenant, grant and agree to and with the said party of the second part, his heirs and assigns, that they the said parties of the first part, and their heirs, all and singular, the hereditaments and premises herein above described and granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof:

shall and will warrant and forever defend.
In Witness Whereof, the said parties of the first part, have to these presents set their hands and seal the day and year first above written,

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US:
J. M. Dawson William C. Pichey
Geo W. Demans Lou H. Pichey

Received the day of the date of the above Indenture, of the above-named the sum of the sum of Dollars lawful money of the United States, being the consideration money above mentioned in full.

Witness:

State of Pennsylvania } ss:
County of Ray }
On this first day of November
A. D. 1910, before me, the subscriber, a Notary Public in and for said County and State, personally came the above-named William C. Pichey and Lou H. Pichey, his wife

who in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same might be recorded as such.

being of full age, and by me examined separate and apart from said husband, and the contents of the said Indenture being first made fully known to declared that did, voluntarily, of own free will and accord, sign and seal and, as act and deed, deliver the same, without any coercion or compulsion of said husband.

Witness my hand and Notarial seal the day and year aforesaid.

Geo W. Demans Notary Public
My Commission expires at the end of the year
Recorded and compared 21 Nov 10

State of } ss:
County of }
On this day of
A. D. , before me, the subscriber, personally came the above-named

who in due form of law acknowledged the foregoing Indenture to be act and deed, and desired that the same might be recorded as such.

being of full age, and by me examined separate and apart from said husband, and the contents of the said Indenture being first made fully known to declared that did, voluntarily, of own free will and accord, sign and seal and, as act and deed, deliver the same, without any coercion or compulsion of said husband.

Witness my hand and seal the day and year aforesaid.

Chas. O. Schuyler Recorder.

making 109 Bonds in all of the par value of \$109,000.00 having been paid and cancelled, the receipt of said sum of \$109,000.00 is hereby acknowledged and credited on the principal of the Mortgage.
12 March 1909

W. L. Schuchard
Maryette Little & Son & Co.
City, Arkansas Trustee

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12 March 1909

W. L. Schuchard
Maryette Little & Son & Co.
City, Arkansas Trustee

ing payable October 1, 1910; Series "C" consisting of bonds numbered 81 to 120 both inclusive, being payable October 1, 1911; and Series "D" consisting of bonds numbered 121 to 160 both inclusive, being payable October 1, 1912; all of which bonds are issued under and in pursuance of and are to be secured equally and ratably by and are subject to an Indenture of Mortgage, dated October 1, 1908, duly executed by me, said Francis Rocks, to Fayette Title and Trust Company, Uniontown, Pennsylvania, as trustee, which Indenture of Mortgage is duly recorded in the Recorder's Office at said Uniontown, and covers all my coal lands in Nicholson township, Fayette County, Penna, known locally as Sunshine Coal and Coke Company No. 1 plant, and all my coal lands in German township said Fayette County, locally known as Sunshine Coal and Coke Company No. 2 plant, and all the property real, personal and mixed now owned or hereafter to be acquired in connection with or immediately contiguous to each of said two plants; to all of the provisions of which Indenture of Mortgage this bond and each interest coupon hereto attached are subject. All of said bonds are subject to redemption at my option in the inverse order of their number at any interest paying period at a premium of five per cent. of their face value and accrued interest, upon my giving sixty days notice of my intention so to do, which notice shall be published for one week in one daily newspaper of Uniontown aforesaid. In case of default in the payment of any installment of interest on said bonds or of principal of said bonds as they mature, the principal of this bond and all unpaid bonds may become due and payable as provided in said Indenture of Mortgage. This bond shall not become valid nor obligatory until the certificate endorsed hereon shall be subscribed by the trustee under said Indenture of Mortgage. WITNESS my hand and seal at Uniontown, Pennsylvania, as well on this instrument as by engraved fac-simile of my signature upon the interest coupons hereto attached, this October 1, A. D. 1908.

Attest: _____ (SEAL)

FORM OF INTEREST COUPON.

No. _____ \$25.00

I, Francis Rocks, trading in the name of Sunshine Coal and Coke Company, promise to pay to the bearer upon the surrender hereof at Fayette Title and Trust Co. Uniontown, Pa. on the first day of April 1909, Twenty-five Dollars being six months interest on my mortgage bond of corresponding number.

Francis Rocks.

Coupon No. _____

TRUSTEE'S CERTIFICATE.

Fayette Title and Trust Company, Uniontown, Pa., trustee, hereby certifies that the within bond is one of the issue of one hundred and sixty bonds described in the Indenture within named.

Fayette Title and Trust Company
BY _____ President.

REGISTRY.

(Notice: No writing on this bond except by an officer of the company.)

Date of Registry _____ In whose name registered _____ Transfer agent _____

WHEREAS, Fayette Title and Trust Company, party of the second part, is a corpora-

May 14, 1915, also released part of the mortgage bond by the mortgagee, which was acknowledged and recorded in the Recorder's Office at Uniontown, Pa. on May 14, 1915, and recorded in Agreement Book No. 30, Page 18.

Aug 5, 1916, Bonds Nos. 116 & 149 included in the principal of the mortgage of \$4000.00 is hereby acknowledged, and credited on the principal of the mortgage of \$4700.00.

*Fayette Title & Trust Co., Trustee
by, A. Blumenthal, Secy.*

October 2-1916. Bond No. 15. One hundred and one of the amount of \$1000.00 having been paid and cancelled we hereby acknowledge the receipt of said bond and order the sum of One Thousand Dollars or less to be paid to the order of the party of the first part.

Day, the 21st of March 1916.
by A. H. Brown, Trustee, Trustee

tion duly created under and in pursuance of the laws of the Commonwealth of Pennsylvania, with power to receive and execute the trusts of this Indenture, and has duly agreed to receive and execute the trusts of this Indenture.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That the said Francis Rocks, party of the first part, in consideration of the premises and of the sum of One Dollar to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed, and by these presents doth grant, bargain, sell, alien, release and convey unto the said "Trustee" and to its successor or successors in the trusts hereby created, and to its, his or their successors and assigns forever: ☒ SUNSHINE COAL AND COKE COMPANY NO. 1 PLANT.

(1. POUNDSTONE - BROWNFIELD TRACT OF COAL.) All the nine foot vein of merchantable coal known as the Pittsburgh coal in and underlying all that certain tract of land situate in Nicholson township, Fayette County, Pennsylvania, bounded and described as follows: Beginning at a stone corner of lands now or formerly of Silas R. Provins with land formerly owned by Parshall heirs and later owned by Neff and Porter; thence by said Provins land North eight degrees forty-five minutes East, ninety-four and three-tenths perches to land formerly of John Poundstone, the coal under which was sold by said Poundstone to Isaac P. Kendall and others; thence by the same South eighty-nine degrees West, one hundred and twelve and three-tenths perches to land of E. D. Fulton Esq.; thence by said Fulton's land South one degree East, forty-six and two-tenths perches to a stone; thence by the same South two degrees thirty minutes East, thirty-seven and eight-five hundredths perches; thence leaving said Fulton's land and running up a small rivulet or stream along the line of the outcrop of said coal North seventy degrees fifteen minutes East, thirteen and seven-tenths perches to a point in said stream; thence with the downward course of said stream on the opposite side thereof along the line of said outcrop South fifty-four degrees fifteen minutes West, fifteen and seven-tenths perches to line of land of said Fulton; thence by the same South two degrees thirty minutes East, two and one-tenth perches to line of land formerly of Parshall heirs; later of Porter and Neff; thence by the same South eighty-nine degrees thirty minutes East, ninety-five and a half perches to place of beginning, Containing within said boundary fifty-seven and six hundred and thirty-four thousandths (57.634) acres, exclusive of two acres of said coal which is within above boundary but is reserved by the first parties and understood not to pass by this conveyance, and which is described as follows: (Here follows description of two acres, the same as hereinafter given). TOGETHER WITH THE FREE and uninterrupted right of way into, over and under the said lands at such points and in such manner as may be necessary and proper for the purpose of ventilating, digging, operating and carrying away said coal or other coal or coke without any liability for damages that may arise from the removal of any or all of said coal, or the manufacture of coke, without being required to provide for the support of the overlying strata or surface, or without being liable for any injury to the same, or anything therein or thereon, or to the springs or water-courses thereof, also with the right to mine and remove and carry away through said tract of land any other adjoining coal, coke or supplies now or hereafter belonging to said second party, its

successors and assigns; also with the right to take and use without any liability therefor all and any water from any running stream on the surface of said lands that may be necessary for the purpose of washing said coal and preparing the same for manufacture and market. BEING the same tract of coal which John Poundstone conveyed to George W. Neff and George Porter by deed of January 30, 1902 Deed Book 194 page 450. And said Neff and Porter by deed of March 24, 1903 Deed Book 213 page 129 conveyed the same, inter alia, to Isaac H. Brownfield, who by deed of November 24, 1903 Deed Book 222 page 295 conveyed the same, inter alia, to said Francis Rocks.

(II. POUNDSTONE TWO ACRE COAL RESERVE.) All the nine foot Pittsburgh or river vein of coal underlying a parcel of land in said Nicholson township, described in the hereinafter recited deed as follows: Beginning at a stone North sixty-two degrees West, four hundred and thirty-seven and one-fourth feet from the beginning point of the tract of coal of which this was originally a part; thence West one hundred and ninety-eight feet to a stone; thence North four hundred and forty feet to a stone; thence East one hundred and ninety-eight feet to a stone; thence South four hundred and forty feet to the place of beginning, Containing two acres more or less. Being the same two acres of coal more or less reserved in the above recited deed of John Poundstone to Neff and Porter. TOGETHER WITH THE RIGHT to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface and without being liable for any injury to the said overlying land or to the structures thereon or to springs or water-courses therein or thereon, by reason of mining and removing said coal or by reason of mining or removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located, and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal and supplies to and from other lands. BEING the two acres of coal reserved by John Poundstone in his sale to Neff and Porter aforesaid, of which reserve said John Poundstone died seized in 1902 leaving a will dated October 4, 1900, proved September 19, 1902, Will Book 12 page 445, wherein he directed his executors to sell his seventy acre tract of land under which was this two acre coal reserve, and said executors by deed of February 25, 1904 Deed Book 223 page 485 conveyed said seventy acre tract of land and the two acre coal reserve thereunder to Elwood D. Fulton, who by deed of December 23, 1905 Deed Book 249 page 70 conveyed the same, inter alia, to said Francis Rocks.

(III. FULTON LOT OF LAND.) All that certain piece of land situate in said Nicholson township and described in the hereinafter recited deed as follows: Beginning at the property line of Francis Rocks and right of way of the Monongahela Railroad Company; thence along said right of way North to a point on said right of way forty-five feet North of the present (1905) switch, the right for which was heretofore granted to Isaac H. Brownfield; said lot of land (now used for railroad switch by said Rocks) is described by recent survey as follows: Beginning at side of right of way of Monongahela Railroad at corner of 25.10 acre tract; thence by right of way of railroad

July 5, 1919, all the remaining bonds aggregating \$4,000.00 having been paid, same have been cancelled for cancellation and cancelled - we hereby certify that Mortgage in full of debt and interest

Fayette Title & Trust Co., Austin,
By A. H. Hume President
Attest
Geo. L. Hume

North six degrees forty minutes West, two hundred and eighty feet; thence South thirty-eight degrees forty minutes East, three hundred and fifty-six and one-tenth feet to line of 25-10 acre tract; thence by said tract due West one hundred and ninety feet to place of beginning, Containing six hundred and seven thousandths (.607) of an acre. FOR PRIOR TITLE see deed from Isaac P. Kendall and others, and subsequent deed of Lucy Fulton and Elwood D. Fulton her husband to Francis Rocks dated December 23, 1905, Deed Book 249 page 70, second description. SUBJECT to prior rights granted to Isaac H. Brownfield for railroad switch.

(IV. PARSHALL TRACT OF COAL.) All the coal in and underlying the following described part of a larger tract of land known as the Elias Parshall tract, situate in said Nicholson township, and described in the hereinafter mentioned deed as follows: Beginning at a stone corner of land formerly of the late John Poundstone; thence by land now of the Riverview Coal and Coke Company South eleven degrees twenty-seven minutes West, three hundred and thirty-three and eight-tenths feet to a walnut stump; thence by the same South six degrees fifty-five minutes West, nine hundred feet; thence leaving said line and running with the outcrop of said coal South forty-nine degrees fifty-eight minutes West, one hundred and fifty-eight feet; thence North eighty-five degrees thirty-two minutes West, ninety-five and two-tenths feet; thence North seventy-one degrees ten minutes West, one hundred and seventeen and two-tenths feet; thence South forty-eight degrees forty-six minutes East, two hundred and sixty-three and seven-tenths feet; thence South forty-eight degrees twenty-seven minutes West, one hundred and ninety-nine feet; thence South sixty-nine degrees West, ninety-five and one-tenth feet; thence North fifty degrees fifty-three minutes West, one hundred and eighty-eight feet; thence North sixty-three degrees twenty-six minutes West, two hundred and three and a half feet; thence South seventy-two degrees fifty-four minutes West, two hundred and nine and one-tenth feet; thence South forty-six degrees fifty-two minutes West, two hundred and sixty-five and four-tenths feet; thence North thirteen degrees forty-one minutes West, one hundred and eighty-six and four-tenths feet; thence North ten degrees twenty-seven minutes East, four hundred and six and six-tenths feet; thence North thirty-nine degrees fifty-one minutes West, one hundred and twenty-four and six-tenths feet to a line of a tract of land hereinafter described; thence by same North eighty-one degrees twenty-eight minutes East, five hundred and ten and six-tenths feet; thence by another line of the hereinafter mentioned tract North thirteen degrees forty-five minutes West, six hundred and thirty-six and five-tenths feet to an original line of said Parshall land; thence South eighty-six degrees forty-five minutes East, thirteen hundred and fifty-seven and three-tenths feet to the place of beginning, Containing thirty-nine and eleven hundredths (39.11) acres. TOGETHER WITH THE FREE and uninterrupted right of way into, over and under the said lands at such points and in such manner as may be necessary and proper for the purpose of ventilating, digging, operating and carrying away said coal or other coal or coke without any liability for damages that may arise from the removal of any or all of said coal or the manufacture of coke, without being required to provide for the support of the overlying strata or surface, or without being liable for any injury to the same, or anything therein or thereon, or to the springs

or water-courses thereof, also with the right to mine and remove and carry away through said tract of land any other adjoining coal, coke or supplies now or hereafter belonging to said second party, its successors and assigns, also with the right to take and use without any liability therefor all and any water from any running stream on the surface of said lands, that may be necessary for the purpose of washing said coal and preparing the same for manufacture and market. FOR PRIOR TITLE see deed of Elias Parshall's administrators to Mary P. Lyons, Elizabeth Porter and Loretta P. Neff, dated July 7, 1892 Deed Book 124 page 234 for tract of land containing 150 1/2 acres, excepting therefrom 3.7 acres previously sold; and Mary P. Lyons conveyed her one-third thereof to George W. Neff by deed dated February 27, 1902 Deed Book 190 page 400, and George W. Neff and Loretta P. his wife conveyed an undivided one-sixth of said tract to George Porter by deed of February 27, 1902, Deed Book 203 page 122; and said Neffs and Porters by deed of March 24, 1903 Deed Book 213 page 129 conveyed, inter alia, to Isaac H. Brownfield, all said 39.11 acres of coal and mining rights, and the said Brownfield by deed of November 24, 1903, Deed Book 222 page 295 conveyed the same to said Francis Rocks.

V. PARSHALL SURFACE TRACT 25.10 ACRES.) All that certain tract or parcel of land situate in said Nicholson township, described as follows: Beginning at a point in the line which was originally the division line between the Parshall land and land formerly of the late John Poundstone at a point North eighty-six degrees forty-five minutes West, thirteen hundred and fifty-seven and three-tenths feet from corner of lands of the said John Poundstone and Parshall heirs; thence South seventeen degrees East, six hundred and thirty-seven feet; thence South seventy-eight degrees twenty-seven minutes West, thirteen hundred and fifty-three feet to a point in the line of the right of way of the Monongahela River Railroad; thence along the right of way line of said railroad with a forty-five minute curve to the right a distance of six hundred and eighty-seven feet; thence by and along said right of way North six degrees forty minutes West, four hundred and one feet to line of E. D. Fulton lot; thence East by the Fulton lot four hundred and eighty-five and seven-tenths feet; thence South seventeen degrees East, two hundred and four and six-tenths feet; thence East seven hundred and fifty feet to the place of beginning, Containing twenty-five and ten hundredths (25.10) acres. FOR PRIOR TITLE see recitals following description IV., this being part of the 150 acre tract of land.

(VI. PARSHALL SURFACE TRACT 4.941 ACRES) All that certain tract or parcel of land situate in said Nicholson township, described as follows: Beginning at a point in line of land of E. D. Fulton and in the Western line of the Monongahela River Railroad right of way; thence along said railroad right of way South six degrees forty minutes East, five hundred and three and four-tenths feet; thence West four hundred and twenty-four and one-tenth feet to land of the Monongahela Navigation Company formerly a part of said Parshall tract; thence by the same North eight degrees six minutes West, five hundred and five and five one-hundredths feet to land of Fulton aforesaid; thence by the same East four hundred and thirty-six and eight-tenths feet to place of beginning, Containing four and nine hundred and forty-one one thousandths (4.941) acres. FOR PRIOR TITLE see recitals following description IV., this be-

ing part of the 100 acre tract.

SUNSHINE COAL AND COKE COMPANY NO. 2 PLANT.

(VII. BAZIL B. SHOAF SURFACE TRACT.) All that certain tract of land situate in German township, Fayette County, Pennsylvania, described in hereinafter recited deed as follows: Beginning at a white walnut on the South side of Brown's run; thence by other land of said Shoaf South thirty degrees thirty minutes East, five rods to a point in the right of way of Coal Lick Run Railroad; thence by said railway right of way in a Westerly direction thirty-eight and eight-tenths rods to a stake in said right of way and corner in line of lands of Abram D. Newcomer; thence by said Newcomer North twenty-one degrees East, sixteen rods to point; thence South seventy degrees East, thirty-three rods to stone in public road; thence by other lands of said Shoaf South thirteen degrees West, sixteen and five-tenths rods to place of beginning, Containing three and fifty-five hundredths (3.55) acres. EXCEPTING AND RESERVING thereout and therefrom such portion of the above described tract of land as has been conveyed to the Leckrone and Little Whiteley Railroad by said Shoaf and wife, together with the right of way for a crossing for said Shoaf his heirs and assigns across the whole of said 3.55 acres of land at a place where the same is now (1906) being used for said purpose, and which was reserved in said deed to said railroad company. FOR PRIOR TITLE see deed of Bazil B. Shoaf and wife to Francis Rocks, dated September 30, 1906 Deed Book 269 page 62.

(VIII. ABRAHAM D. NEWCOMER TRACT OF LAND.) All that tract or parcel of land situate in said German township, part of the Coldren farm, described in the hereinafter deed as follows: Beginning at a railroad iron on the East side of the Coal Lick Run Branch of the Pennsylvania railroad; thence running by and along the boundary line of said farm South five degrees thirty-one minutes West, twelve hundred and eighty-four and three-tenths feet to a post; thence by and along the land of the Sunshine Coal and Coke Company South eighty-seven degrees three minutes West, three hundred and twenty-nine and eight-tenths feet to a stake; thence running by and along the land of Abraham D. Newcomer North two degrees fourteen minutes East, seven hundred and nine and five-tenths feet to a stake; thence running by and along lands of same North fifty-one degrees forty-one minutes West, nine hundred and fifty-eight and five-tenths feet to a stake; thence running by same North twenty-six degrees twelve minutes East, six hundred and eleven and nine-tenths feet to post on Eastern side of Coal Lick Run Branch of Pennsylvania railroad; thence by said railroad South fifty degrees forty-seven minutes East, ten hundred and seventy-four and four-tenths feet to place of beginning, Containing twenty-two and six hundred and forty-seven thousandths (22.647) acres. EXCEPTING AND RESERVING thereout and therefrom all minerals, mining rights and privileges, subject to the protection of any improvements said second party may erect on the above described land. ALSO EXCEPTING AND RESERVING thereout and therefrom the permanent use of a spring of water situate on the above described land with the privilege of ingress, egress and regress of livestock to the same. The second party to the hereinafter mentioned deed has agreed to build and maintain at his own proper expense a bridge over the tram-road for use of live stock, and also to build and maintain at his own expense a fence enclosing a lane to

the above mentioned spring. FOR PRIOR TITLE see deed of Abraham D. Newcomer to Francis Rocks, dated November 6, 1906, Deed Book 264 page 94.

(IX. A. LINDSEY FRETTS TRACT OF LAND AND COAL). All that certain tract of land situate in German township aforesaid, described in the hereinafter mentioned deed as follows: Beginning at a post on the Eastern side of "black lane" a corner of land lately conveyed by A. Lindsey Fretts to Albert Hostetler; thence by said Hostetler's land South eighty-eight and three-fourth degrees East, forty perches to a post; thence by the same and land of Samuel Hostetler North nineteen and one-half degrees East, fifty-three and seven-tenths perches to a post; thence North twenty-eight and one-half degrees East, fifty perches to a post; thence North eighteen and three-fourth degrees West, forty-nine and four-tenths perches to a post; thence South five degrees West, eighty-three and one-tenth perches to a post; thence North eighty-nine and three-fourth degrees West, twenty-eight and three-tenths perches to a post in said lane; thence by the same South twelve and three-fourth degrees East, fourteen and twelve hundredths perches to the place of beginning, Containing twenty-one and two hundred and twenty-three thousandths (21.223) acres of land. ALSO all the nine foot or Connellsville vein of coal in and underlying a part of the Northern end of the land lately (1906) conveyed to Albert Hostetler, being all of said vein of coal under said Hostetler land contiguous to the same vein in the 21 acre tract above described and to the George and Jesse Franks coal and included within the same outcrop line but not including any of the said vein of coal heretofore conveyed to W. U. Johnson.

TOGETHER WITH THE RIGHT to mine, extract and dispose of the entire amount and body of said coal without reservation, substitution or liability for damages to the surface or anything thereon or thereunder; together with all privileges, rights of way &c. necessary for the convenient mining and transporting of the same, with the right also to transport through the drifts, slopes, entries, headings &c. used for transporting the same any coal or minerals from adjacent or other tracts of land, but without any right to take any of the Hostetler surface for operative purposes or rights of way or to drain the mines thereon; the coal so sold being that reserved by A. Lindsey Fretts out of his recent (1906) conveyance of land to Albert Hostetler. FOR PRIOR TITLE see deed of A. Lindsey Fretts to Francis Rocks dated May 4, 1906, Deed Book 266 page 229. The area of the coal last above described being about three (3) acres.

(X. A. LINDSEY FRETTS TRACT OF COAL.) All the coal known as the nine foot or Connellsville vein of coking coal within and underlying the East side of that certain tract of land situate in said German township, adjoining lands of Simon Franks heirs and William Arison on the East, and lands of Grove heirs and James Ross on the South, containing 96 acres more or less; that part of said tract within and under which the said vein of coal lies and is hereby conveyed is more particularly bounded and described as follows: Beginning at a point where said tract of land corners with Samuel Hostetler's land and lands of Simon Franks heirs; and running thence by said Hostetler's land North sixty-eight degrees forty-five minutes West, sixty-nine and four-tenths perches to point in the outcrop; thence by lands formerly of A. Lindsey Fretts now Albert Hostetler South nineteen degrees West, twenty-four and five-tenths perches to point; thence by same South thirty-one degrees East, thirty-one and sixty-seven hun-

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thence by same South seventy degrees thirty minutes East, ten and twenty-four hundredths perches; thence by same North seventy-six degrees thirty minutes East, thirty-seven and three hundredths perches to line of land of Simon Franks heirs; thence by said Franks heirs North six degrees forty-five minutes East, twenty-four and twenty-four hundredths perches to place of beginning, containing sixteen and seventy-seven hundredths (16.77) acres more or less. TOGETHER WITH THE RIGHT TO MINE, extract and dispose of the entire amount or body of said coal, without reservation, substitution or liability of damages to the surface or anything thereon or thereunder, together with all privileges, rights of way &c. necessary for the convenient mining and transporting of the same; with the right also to transport through the drifts, shafts, slopes, headings, entries, rooms, passages, ways &c. used for transporting the same any coal or minerals from adjacent or other tract of land; also the right to enter upon the surface and sink shafts for the purpose of ventilating or draining the mines, and for depositing all dirt and debris taken out of the same; and RESERVING all the gas and oil under said coal with the privileges leased to the Fayette County Gas Company in 1901. With the right to the second party its successors or assigns, to purchase a sufficient amount of surface for the purpose of mining, manufacturing and marketing said coal at such points as will not interfere with the farm buildings, at a price not exceeding \$100.00 per acre for all land taken. Being the coal and mining rights &c. which A. Lindsey Fretts conveyed to W. U. Johnson by deed of January 5, 1903 Deed Book 231 page 130. Net coal area being 2.89 acres. FOR PRIOR TITLE see deed of Margaret J. McClelland and George Roth to Francis Rocks, dated April 4, 1908, Deed Book 230 page 120.

(XI. GEORGE W. FRANKS TRACT OF COAL.) All the coal in the vein known as the nine foot or Connellsville coking coal within and underlying a portion of the Northeast side of that certain tract of land situate in said German township, described as follows: Beginning at a beech corner of lands formerly of William Sangston and George H. Core; thence by said Core's land South ten and one-fourth degrees East, one hundred and four and two-tenths perches to a black oak; thence South eleven and three-fourth degrees West, forty-six and six-tenths perches to a stone; thence by lands of the heirs of Conrad Franks deceased, North eighty-five degrees East, seven perches to a stone; thence by same North fifty and one-fourth degrees East, twenty-seven perches to stone; thence by same North eighty-five and one-half degrees East, seventy and six-tenths perches to stone; thence by lands formerly of Joseph Hostetler, now of A. Lindsey Fretts North nine and one-fourth degrees West, six perches; thence by same North one degree East, twenty-three and four-tenths perches; thence by same North nine and three-fourths degrees West, forty-eight perches; thence by same North twelve degrees West, fifty-six and five-tenths perches; thence by land formerly of Ellis Coldren, now A. D. Newcomer, and William Sangston South eighty-seven degrees West, sixty-nine and four-tenths perches; thence by said Sangston land South seventy-eight and one-fourth degrees West, seventeen and nine-tenths perches to the place of beginning, containing seventy-six (76) acres more or less; SAID COAL HEREBY CONVEYED and intended to be conveyed being the coal in the said nine

foot vein underlying ABOUT 20 ACRES of said described tract and is in one and the largest piece or body of coal on the said tract. TOGETHER WITH THE RIGHT to mine, extract, remove and dispose of the entire amount or body of said coal, without reservation, substitution or liability for damages to the surface or anything thereon or therein by reason of the mining, extracting, removing and disposing of said coal; with the right also to enter upon the surface to sink a shaft or opening for the purpose of ventilating said coal and for no other purpose. FOR PRIOR TITLE see deed of George W. and Jesse M. Franks to Francis Rocks, dated April 26, 1906, Deed Book 253 page 152.

(XII. SIMON FRANKS TRACT OF COAL). All the nine foot seam or vein of coal commonly known as the Connellsville coking coal in and underlying all that certain tract of land, situate in said German township, described as follows: Beginning at corner of this tract with lands of David Hayden and lands late of Jonah Arison; thence along lands of said Arison North sixty-seven degrees thirty-two minutes West, two thousand and sixty-eight feet to post at corner of lands of A. L. Fretts; thence by land of said Fretts North six degrees forty-five minutes East, seventeen hundred and eighteen and eight-tenths feet to post at corner of lands of Samuel Hostetler; thence with land of Henry Saelle South seventy-seven degrees forty-five minutes East, ten hundred and fifty-nine and nine-tenths feet to line of South West Pennsylvania Railway Co.; thence along said Company's land South fifty-six degrees two minutes East, thirteen hundred and sixty-eight and one-tenth feet to corner of lands of David Hayden; thence by Hayden's land South thirty-five degrees fifteen minutes West, eight hundred and twenty-eight and one-tenth feet to post; thence by same South eleven degrees thirty minutes East, six hundred and twenty-seven feet to post; thence by same South twenty-eight degrees West, two hundred and forty feet to the place of beginning, containing eighty-four and sixty-one one hundredths (84.61) acres; the said NINE FOOT VEIN OF COAL has been located under three separate portions of said tract in unconnected bodies as follows: One portion thereof hereinafter mentioned as "Tract No. 1" lies Southwesterly from the dwelling house on said land along the line of said Arison. Another portion thereof hereinafter mentioned as "Tract No. 2" lies Northwesterly from said dwelling house near the central part of said farm; and the other portion thereof hereinafter designated as "Tract No. 3" lies nearly West of said dwelling house and not far from the division line between the said A. L. Fretts tract of land and the tract hereinabove described. It is the intention of the party of the first part to convey all the coal of the said vein included in the three bodies thereof above designated. And said three bodies of coal CONTAIN respectively two hundred and ninety-two thousandths (.292) of an acre, two and nineteen hundredths (2.19) acres, and one and one hundred and seventy-five thousandths (1.175) acres, or a total of three and six hundred and fifty-seven thousandths (3.657) acres. TOGETHER WITH THE FREE and uninterrupted right of way into, upon and under the said described tract of land at such points and in such manner as may be proper and necessary for the purpose of digging, mining and carrying away the whole of said vein of coal included in the three portions or tracts thereof hereinbefore mentioned, hereby waiving all damages that may arise or be caused to the overlying strata of said portions of said vein of

coal or to the surface of said tract of land or anything therein or thereon by reason of the mining and removal, draining and ventilating of said coal or the manufacture of the same into coke at such point or points beyond the boundaries of said tract of land as the second party, its successors or assigns may select for the purpose of coking the same. Also granting unto the second party, its successors and assigns a right of way twenty (20) feet in width for the purpose of constructing and operating a railroad thereon from such point on the Westerly boundary of "Tract No. 2" of said coal to such point of the boundary line between the above described tract and the Potts tract as the party of the second part hereto or its engineer shall select; and also a right of way of the same width along the said Arison lane from the point where said line intersects the Westerly boundary line of "Tract No. 1" aforesaid to the beginning point of the description hereinbefore given of the whole of the said tract of land. Said rights of way to continue for the benefit of the second party its successors and assigns until the whole of the three said bodies of said vein of coal shall be mined and removed by second party its successors and assigns, and thereupon said rights of way shall revert to the grantors in the next recited deed, their heirs and assigns, but with the right to the second party, its successors and assigns upon the termination of said rights of way to remove therefrom all materials and improvements placed thereon by it or them. In consideration of the grant of said rights of way second party by the acceptance of this conveyance agrees for itself, its successors and assigns to pay the annual rent of Fifty Dollars beginning from date of operation on said tract and continuing during the full term of said grant, that is until all of said vein of coal shall be removed from the three tracts above mentioned, unless the working of the same shall sooner be abandoned and all claim to the remaining portion of said coal be relinquished, whereupon said rental shall cease upon written notice of such abandonment. Upon said abandonment second party, its successors or assigns shall have the right to remove all tracks laid and improvements made upon said right of way. FOR PRIOR TITLE see deed of S. E. Wadsworth and others to Francis Rocks, dated April 4, 1903, Deed Book 232 page 274.

(XIII. WILLIAM ARISON TRACT OF COAL.) All the nine foot or Connellsville vein or seam of coking coal within and underlying all that certain tract of land, situate in said German township, described in the hereinafter recited deed as follows: Beginning at a stone in the road corner with lands of George Grove known as the Hostetler farm; thence by said land North seven degrees East, ninety and five-tenths perches to corner; thence by the Franks farm South sixty-eight and one-half degrees East, one hundred and twenty-four perches to corner; thence South twenty-seven and three-eighths degrees West, six and nine-tenths perches; thence through the lands of William Arison South fifty-two and one-eighth degrees West, twenty-nine and thirty-two hundredths perches to a hickory; thence by same North twenty-one and three-fourths degrees West, fifteen and twelve hundredths perches; thence by same North seventy-two and three-eighths degrees West, thirty-six and thirty-six hundredths perches; thence by same South eighty-eight degrees West, twelve and thirty-two hundredths perches; thence by same North fifty-seven degrees West, thirty-four and four hundredths per-

ches; thence by same South eleven and one-fourth degrees East, thirty-six and eight-tenths perches; thence by same South eighteen and three-fourth degrees East, thirty-eight and twenty-eight hundredths perches; thence by same South nineteen and three-fourth degrees West, ten and three-tenths perches to a point in the Downard line; thence by the latter and Sapper North sixty-two degrees West, thirty-nine and seven-tenths perches to a stone the place of beginning, containing twenty-five (25) acres more or less, and containing of said vein of coal about four (4) acres. TOGETHER WITH THE right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land or to springs or water-courses or anything therein or thereon by reason of mining said coal or coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said party of the second part, its successors or assigns wherever located; and together with all surface privileges necessary to pump, drain or ventilate this and other coal, and with the right to make and maintain tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal, and of coal, minerals and supplies to and from other lands. Together with the free and uninterrupted rights of way into, upon and over said lands in the Northwest side where the same adjoins the said George Grove's lands, for the purpose of constructing, maintaining and operating tram-ways, railroad or other ways that may be convenient and necessary for the purpose of mining and removing said coal. It being expressly understood and agreed that the said second party, its successors and assigns, shall build and maintain at all times at their own expense good and sufficient fences on both sides of any tram-way or railroad that may be constructed upon any over said lands as aforesaid so long as the same are in use. FOR PRIOR TITLE see deed of William Arison to Francis Rocks dated June 11, 1907 Deed Book 274 page 104.

(XIV. GEORGE I. CRUSE TRACT OF COAL). All the nine foot or Connellsville seam of coking coal in and underlying all that certain piece or parcel of land situate in German township, aforesaid, described in the hereinafter mentioned deed as follows: Beginning at a corner white oak next Margaret Franks; thence by same North eleven and three-eighths degrees East, sixty-nine and two-tenths perches to black oak corner stone; thence by lands of George and Jesse Franks North ten and one-fourth degrees West, one hundred and five and four-tenths perches to stake near beech; thence North eighty-two and one-fourth degrees West, thirty-four perches by lands of William Sangston's heirs to a hickory corner stone; thence by same North sixty-four and one-half degrees West, fourteen perches to stone; thence by lands of William R. Richey South eighteen and one-half degrees West, eighty-four perches to stone; thence by same North seventy-six and three-eighths degrees West, fifty and three-tenths perches to stone; thence by same South seven degrees West, forty-six and seven-tenths perches to stone; thence by land of Henry D. Core North eighty-seven and one-half degrees East, forty-two and five-tenths perches to a stone; thence by the same South eight and three-fourth degrees West, seventy-two and nine-tenths perches to a stone; thence by lands of Margaret Franks North eighty-eight and three-fourths degrees East, ninety-seven and six-tenths perches to the place of beginning, containing one hundred and

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six (106) acres and twenty-two (22) perches of land, and containing of said vein of coal about four (4) acres net. TOGETHER WITH THE Right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land or to the structures thereon, or to springs or water-courses therein or thereon by reason of mining and removing said coal or by reason of mining or removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located, and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal or to remove said coal, with supplies, men, teams, animals, wagons &c.; and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. EXCEPTING AND RESERVING thereout and therefrom one-fourth acre of said coal, together with appurtenant mining rights, said reservation being rectangular in shape and situate on the South side of the main body of said coal in the field Northeast from the dwelling on the above described tract of land. It is understood and agreed that the full face of the coal seam shall be the outcrop of said reservation. FOR PRIOR TITLE see deed of George I. Cruse to Francis Rocks, dated May 1, 1906, Deed Book 257 page 19.

(XV. WILLIAM R. RICHEY TRACT OF COAL.) All the nine foot or Connellsville seam of coal in and underlying all that certain tract of land situate in said German township, and described in the hereinafter mentioned deed as follows: Beginning at a stone corner of Jacob Lawrence; thence North two and one-fourth degrees West, two hundred and sixty-eight perches to a stone; thence by lands of _____ Messmore North sixty-four degrees East, fourteen perches to a rock oak stump; thence by same South fifty-four and seven-eighths degrees East, one hundred and five perches to stone; thence South sixty-five and one-half degrees East, forty-four perches; thence (by the widow's part) South eighteen and one-fourth degrees West, eighty-five perches to post; thence North seventy-six and five-eighths degrees West, forty-nine and two-tenths perches to post in meadow; thence South five and one-fourth degrees West, one hundred and twenty-three perches; thence South eighty-six degrees West, forty-one and one-tenth perches to the place of beginning, containing one hundred and nineteen acres of land, and Containing about eight (8) acres of said vein of coal net. TOGETHER WITH THE Right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land or to the structure thereon or to springs or water-courses therein or thereon by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal with supplies, men, teams, animals, wagons &c.; and with the right to make

and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. EXCEPTING AND RESERVING thereout and therefrom one-fourth acre of said coal, together with the appurtenant mining rights, said reservation being rectangular in shape and situate on the Northeast corner of the main body of said coal, in the Hill field nearest to the dwelling house on the above described tract of land. It is understood and agreed that the full face of the coal shall be the outcrop of said reservation. FOR PRIOR TITLE see deed of William R. Richey and wife to Francis Rocks, dated May 1, 1906, Deed Book 254 page 189.

UPON said surface tracts at Sunshine No. 1 Plant are erected fourteen blocks of double dwelling houses, fourteen single dwelling houses; one brick house, one store building with house along side; one hundred and fifty coke ovens with full equipment of larries, tools, barrows; one coal washer; railroad sidings; and also mine equipment of coal wagons, railroad tracks, tipples, bins; and stables &c.

UPON said surface tracts at Sunshine No. 2 Plant are erected sixteen houses, one store; fifty coke ovens with full equipment of larries, tools, barrows &c.; railroad sidings; also mine equipment of coal wagons, railroad tracks, tipples, bins, stables &c.,

(XVI. COVER COAL TRACTS. COVER SURFACE TRACT) Also all the equity of Francis Rocks in the Connellsville vein of coking coal and appurtenant mining rights covered by an agreement of purchase between Joseph Cover et al. and Rocks for 62.082 acres of coal, and also about 170 acres of surface; also by agreement of purchase for Jacob Cover coal tracts of 67.78 acres of coal and mining rights appurtenant, all of said tracts of coal and land being situate in said Nicholson township and immediately contiguous to and adjoining the coal of Sunshine No. 1 plant, and to be operated and mined and coked at Sunshine No. 1 plant as part of said plant; deed for which property has not yet been made to said Rocks but is to be made forthwith; and part purchase money thereof has been paid by said Rocks on account; and it is intended and agreed that this mortgage shall cover and include the entire title to said Cover coal tracts and appurtenant mining rights when deed has been duly made to said Rocks with the same effect as though the said tracts were at this time conveyed to said Rocks and were described herein by courses and distances the same as in the proposed deed to Rocks, and without any further or other indenture from Rocks to the second party specifically conveying the same.

TOGETHER WITH ALL AND SINGULAR THE buildings, improvements, ways, waters, rights, liberties, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said Francis Rocks in and to the same and every part thereof, and together with all easements, privileges and rights of every kind now owned or hereafter acquired by said Francis Rocks in connection with said premises or any of them.

ALSO all machinery, tipples, railroad tracks, sidings, cars, fixtures, appliances, tools, implements and effects and property of every description whatsoever which the

said Francis Rocks now owns, possesses, holds and enjoys at either of said two plants or which he may hereafter acquire at said plants necessary for and pertaining to the business carried on by it; the purpose and intent hereof being to include any and all of the real and personal property above described and also all improvements which may be made upon said property and all replacements of the same.

✓ TO HAVE AND TO HOLD all and singular the above described property, real estate, coal, lands, easements, contracts, rights and privileges, with the appurtenances, rents, issues, reversions and remainders now or hereafter belonging thereto or in anywise appertaining to the same, unto the said second party, the Trustee, its successors and assigns forever. BUT IN TRUST NEVERTHELESS, under and subject to the conditions and provisions hereinafter set forth and for the equal and proportionate benefit and security of all present and future holders of the bonds and interest obligations issued and to be issued under and secured by this Indenture of Mortgage, and for the enforcement of the payment of such bonds and interest obligations when payable in accordance with the provisions of such bonds and interest obligations, and of this Indenture, without preference, priority or distinction as to lien or otherwise of any one bond over any other bond by reason of priority in the issue or negotiation thereof, or by reason of any other thing.

And hereby it is covenanted and declared that all such bonds with the coupons for interest thereon, are to be issued, certified and delivered by the Trustee, subject to the further covenants, conditions, uses and trusts hereinafter set forth; and it is covenanted and declared between the parties hereto as follows, viz:

ARTICLE ONE.

SECTION 1. No bond nor any coupon thereto attached shall be valid or entitled to the benefit and security hereof unless the same shall be authenticated by a certificate endorsed on said bond signed by the Trustee that it is one of the bonds described in this Indenture, and such certificate so authenticated shall be conclusive and the only evidence that the bond upon which it is so endorsed is duly issued hereunder and is entitled to the benefit and security of this Indenture. All bonds shall be signed by Francis Rocks under seal and the coupons attached to the bonds shall bear his engraved signature. Upon the execution of this Indenture and without awaiting the recording thereof, the Trustee shall forthwith at one time or from time to time as requested by said Francis Rocks, certify and deliver to him the bonds to be issued hereunder. The amount of bonds hereby secured which may be executed by said Francis Rocks and which may be certified by the Trustee is limited so that never at any time shall there be outstanding bonds hereby secured for an aggregate principal sum exceeding One hundred and sixty thousand Dollars.

Before certifying and delivering any bond hereby secured the Trustee shall detach and shall cancel all coupons thereon matured.

SECTION 2. Said Francis Rocks will cause to be kept at the office of the Fayette Title and Trust Company, Uniontown, Penna. a register for the registration and transfer of bonds issues hereunder, in which such Trustee will register, subject to such reasonable regulations as the Trustee may prescribe, all such coupon bonds. And said Francis Rocks does hereby irrevocably appoint the Trustee hereunder Transfer Agent

and Registrar of the bonds to be issued hereunder.

SECTION 3. In case any coupon bond issued hereunder with the coupons thereto appertaining, shall become mutilated or lost or be destroyed, said Francis Rocks may execute and thereupon the Trustee shall certify and deliver a new bond of like tenor and date (including coupon) and bearing the same serial letter and number, in exchange and substitution for and upon cancellation of the mutilated coupon bond and its coupons or in lieu of and substitution for the coupon bond and its coupons so lost or destroyed, but only upon receipt of evidence satisfactory to the Trustee of the loss or destruction of such coupon bond and its coupons, and upon receipt also of satisfactory indemnity.

ARTICLE TWO.

The said Francis Rocks covenants as follows: SECTION 1. Duly and punctually he will pay the principal and interest of every bond issued and secured hereunder at the dates and the place, and in the manner mentioned in such bonds, or in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax imposed by the United States or by any state or county or municipality thereof. The interest on the coupon bonds shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature and when paid such coupons shall forthwith be cancelled.

SECTION 2. Said Francis Rocks will from time to time pay and discharge all taxes lawfully imposed upon the property hereinabove described.

ARTICLE THREE.

SECTION 1. All the bonds secured hereby shall be subject to redemption at the option of said Francis Rocks in the inverse order of their number at any interest paying period at a premium of five per cent. of their face value and accrued interest, upon his giving sixty days notice of his intention so to do, which notice shall be published for one week in one daily newspaper of Uniontown aforesaid.

ARTICLE FOUR.

SECTION 1. Until some continuing default shall have been made in the due and punctual payment of the interest, or of the principal of the bonds hereby secured or of some part of such interest or principal, or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon said Francis Rocks, and until such default shall have continued beyond the period of grace herein provided in respect thereof, the said Francis Rocks, his heirs and assigns, shall be suffered and permitted to retain actual possession of all the property that may be conveyed and mortgaged to the Trustee and to manage, operate and use or cause to be managed, operated and used the same and every part thereof, with the rights appertaining thereto, and to collect, receive, take, use and enjoy the earnings, income, rents, issues and profits thereof.

SECTION 2. Said Francis Rocks shall maintain, preserve and keep the mortgaged property in thorough repair and working order and will from time to time make all needful and proper repairs, replacements and improvements so that the efficiency of the mortgaged property shall at all times be maintained and the mortgaged security shall not in any wise be impaired, but the mining and coking and selling coal and coke from the mortgaged premises without replacement, shall not be deemed a violation of

this covenant. SECTION 3. If at any time any of the property subject to this Indenture cannot be advantageously used in the proper and judicious operation of the business of said Francis Rocks trading as Sunshine Coal and Coke Company at Nos. 1 and 2 plants, or if the sale or disposing thereof has become necessary or advisable for any cause, the same or any part thereof may be sold or exchanged for other property or leased or otherwise disposed of, and upon the request of the said Francis Rocks the Trustee shall release the same from the lien and effect of this Indenture, but only upon the following provisions and conditions: (a) The necessity and propriety of such sale, exchange, lease or other disposition shall be approved by a person or persons selected by said Francis Rocks and approved by the Trustee, who shall make a report in writing to the Trustee stating the reasons for such approval. (b) Before any property or any interest therein shall be released, the same shall be appraised by an appraiser selected by said Rocks and approved by the Trustee. (c) In case of such sale or other disposition (except a lease or exchange) of any property or any interest therein, the price or proceeds of such sale, not less than the appraised value, shall be deposited with the Trustee hereunder to be held for the further security of the bonds hereby secured until paid over or applied as hereinafter provided; and in case of a lease all sums payable thereunder shall be made payable to and shall be received by the Trustee hereunder and be held, used and applied as in this section provided. (d) In case of an exchange, other property appraised by an appraiser selected by said Rocks and approved by the Trustee, of the value at least equal to the appraised value of the property given in exchange, shall be subject to the lien and operation of this Indenture.

The monies received by the Trustee upon any such sale, and any monies received by the Trustee upon any other disposition of any property subject to this Indenture, shall be applied as speedily as may be as follows: (1) Said Francis Rocks with the approval of the Trustee may expend such money or part thereof in acquiring real estate for the extension or benefit of either of said two plants, which lands, extensions or additions shall forthwith be made subject to the lien of this Indenture free and clear of all other liens or encumbrances. (2). At the option of said Francis Rocks the Trustee shall apply such proceeds or any part thereof to the purchase and retirement of bonds hereby secured, as hereinabove provided.

ARTICLE FIVE.

SECTION 1. In case default shall be made in the payment of any interest on any bond hereby secured, or in case default be made in the prompt payment of the principal of any of the bonds hereby secured, or in case default be made in the payment of any taxes on said premises or on said principal sum of said mortgage, and said defaults or any of them continue for a period of sixty days, or in case default be made for sixty days in the due observance or performance of any other covenant or condition herein required to be kept or performed by said Frank Rocks, in any of such events twenty-five per cent. or more in value of the bond holders may give written notice to the Trustee of such defaults or any of them and the Trustee may, and if requested by the holders of twenty-five per cent. in amount of the outstanding bonds shall declare the principal of all the bonds hereby secured and then out-

standing to be due and payable immediately, and thereupon all of said bonds shall forthwith become due and payable. And if after said bonds are so declared due and payable all arrears of interest thereon and all overdue installments of principal shall be paid by said Francis Rocks or be otherwise collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made or any other defaults have occurred, then said defaults shall be treated as though waived and shall be no further proceeded upon.

SECTION 2. In case any default shall be so persisted in for sixty days that the Trustee upon notice aforesaid shall declare all of said bonds to be due and payable, said Francis Rocks upon demand of the Trustee shall and will forthwith surrender to the Trustee the actual possession, and the Trustee shall be entitled forthwith with or without process of law to enter into and upon and take possession of all and singular the property and Premises hereby mortgaged or pledged or intended so to be, with full and free access to and the right to use all records, books, papers and accounts of said Sunshine Coal and Coke Company at said Nos. 1 and 2 plants and to exclude said Rocks and his agents and servants wholly therefrom; and the Trustee shall hold and use the same controlling, managing, and operating by its superintendents and servants and conducting the business thereof, and making from time to time at the expense of the trust estate all repairs and replacements as to the Trustee may seem proper and judicious; and the Trustee shall collect and receive all income, rents and profits of the same, and after deducting costs of maintaining, managing and operating said property and conducting the business thereof, as well as the costs of repairs, taxes, insurance and other proper charges and its just compensation, the Trustee shall apply the remainder of the monies received by it equally to the overdue interest coupons, and when they are paid then to the overdue principal sums or bonds.

SECTION 3. Or the Trustee in its discretion may after entry, and taking possession, and shall, if so requested in writing by the holders of twenty-five per cent. in amount of the outstanding unpaid bonds, proceed to sell at public or private sale in one lot or in parcels unto the highest and best bidder, all and singular, the property then subject to the lien of this mortgage. Sale, if public, to be made on the premises after three weeks advertisement according to law. And sale, if private, to be for a price approved of by at least twenty-five per cent. in amount of the bond holders. Trustee to have the right to adjourn said sales in its discretion. Trustee's deed to be made in accordance with the sale and on receipt or securing of purchase money. Terms of sale to be such as are approved of by the Trustee and the holders of at least twenty-five per cent. in amount of the outstanding bonds. Deed of the Trustee shall pass the full, legal and equitable title in fee simple to the purchaser for the whole of said premises, discharged of the lien of this Indenture, and the receipt of the Trustee for the consideration money paid at such sale shall be a sufficient discharge to the purchaser without any liability upon the part of the purchaser to see to the application of the purchase money or to be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

SECTION 4. It is further agreed that if at the time default

shall be declared as hereinabove provided, it shall appear that there are other liens on the above described property which can only be divested by a judicial sale, then and only then may a *rei. fa.* issue at the instance of the Trustee and against said Francis Rocks mortgagor, and be prosecuted to judgment, execution and sale of the mortgaged premises by due process of law, said mortgagor hereby waiving all inquiry, extension and stay of execution. And the proceeds of such sale shall be paid to the Trustee and by it shall be applied to the costs of sale, to the costs of obtaining judgment, to taxes, to Trustee's just compensation, including a reasonable attorney's fee, and then to the unpaid interest on said bonds, and then to the principal unpaid on said bonds ratably and equally; any surplus to be turned over to the said mortgagor. And holders of said bonds may bid at any of said sales and may purchase said property and thereupon such purchaser shall be credited on account of the purchase price payable by him, with the sums applicable out of the net proceeds to the payment of and credited on the bonds and coupons held by him.

SECTION 5. No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture or for the execution of any trust thereof, or for the appointment of a Receiver, or for any other remedy hereunder, unless such holder shall have previously given to the Trustee sixty days notice of default and of the continuance thereof as hereinbefore provided, nor unless, also, the holders of twenty-five per cent. in amount of the outstanding bonds shall have made written request upon the Trustee and shall have offered to it a reasonable opportunity, to-wit, sixty days after notice of default, either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; nor unless also they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, all of which are conditions precedent to any action by any bond holder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this Indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all holders of such outstanding bonds and coupons.

ARTICLE SIX.

SECTION 1. If, when the bonds hereby secured, shall have become due and payable, the said Francis Rocks shall well and truly pay the whole amount of the principal and interest due on all the bonds and interest coupons hereby secured, and shall also pay all other sums accruing hereunder according to the true intent and meaning hereof, then in that case all property, rights and interests hereby pledged shall revert to the said Francis Rocks and the estate, rights, title and interest of the Trustee shall thereupon cease, determine and become void; and the Trustee in such case on demand of said Francis Rocks and at his cost, shall execute proper instruments acknowledging satisfaction on record of this Indenture, and shall pay, transfer and deliver to said Francis Rocks, all monies and other valuables which may then be held by or

pledged to the Trustee hereunder.

ARTICLE SEVEN. SECTION 1. The Trustee for itself and its successors hereby accepts the trust and assumes the duties herein created and imposed upon it, but only upon the following terms and conditions, to-wit:

(a). The Trustee shall be protected in acting upon any notice, request, consent, certificate, bond or other paper or document believed by it to be genuine, and to have been signed by the proper party.

(b). The Trustee shall not be liable personally for any debts contracted by it in the execution of this trust, nor for damages to persons or property, nor for injuries or salary or non-fulfillment of contracts during the period wherein the Trustee shall manage the trust property whether upon entry or otherwise. The Trustee shall not be under any responsibility or duty with respect to the disposition of the bonds hereby secured or their proceeds.

(c). The Trustee shall have a first lien upon the pledged property and fund for its reasonable expenses, counsel fees and compensation and any liability incurred by reason of the trust hereby created and the exercise and performance of its powers and duties hereunder.

(d). The Trustee shall be under no obligation to perform any act hereunder unless reasonably indemnified and save for its gross negligence or wilful default shall not be personally liable for any loss or damage. It shall not be its duty to record this Indenture nor to procure insurance on the property nor to be responsible for the payment of taxes, nor to require such payment to be made.

ARTICLE EIGHT.

SECTION 1. All covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of Francis Rocks shall bind his heirs, executors, administrators and assigns, whether so expressed or not.

The Fayette Title and Trust Company doth hereby constitute and appoint Peter E. Sheppard to be its attorney for it and in its name, and as and for its corporate act and deed, to acknowledge this Indenture before any person having authority by the laws of the Commonwealth of Pennsylvania, to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF the said Francis Rocks has hereunto set his hand and seal, and the Fayette Title and Trust Company has caused these presents to be signed in its corporate name by its President and has affixed its corporate seal duly attested by its Secretary, on this October 28th A. D. 1908.

Francis Rocks (SEAL)

(Corporate Seal)

FAYETTE TITLE AND TRUST COMPANY Trustee,

BY O. W. Kennedy, President. ✓

Attest:

(Signed) John M. Core, Secretary.

Pennsylvania,

SS:

Fayette County,

On this 28th day of October A. D. 1908, before me a Notary Public of Pennsylvania, residing at Uniontown, said county, personally appeared the above named Francis Rocks and acknowledged the foregoing Indenture of Mortgage to be his act and deed, and desired it to be recorded as such.

Witness my hand and Notarial seal the date aforesaid.

G. H. Kiersted, Jr., Notary Public, (Notarial Seal)

My Commission Expires at end of next session of Senate.

Pennsylvania,

SS:
Fayette County,

I hereby certify that on the 9th day of October in the year of our Lord one thousand nine hundred and eight, before me the subscriber, a Notary Public of Pennsylvania, residing at Uniontown, said county, personally appeared Peter E. Sheppard the attorney named in the foregoing Indenture of Mortgage and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Indenture of Mortgage to be the act and deed of the said Fayette Title and Trust Company. Witness my hand and Notarial seal the day and year aforesaid.

Charles T. Cramer, Notary Public, (Notarial Seal)

My Commission Expires Jan'y 19, 1911.

RECORDED AND COMPARED NOV. 18, 1908, -- LOGAN RUSH, RECORDER.

THIS INDENTURE, Made the Second day of November in the year of our Lord one thousand nine hundred and eight. Between Irvin B. Davis and Bertha Davis, his wife, of Washington Township, Fayette County, State of Pennsylvania, parties of the first part, and The Fayette City National Bank, a Corporation or body politic, created by and existing under the laws of the United States, having its domicile in the Borough of Fayette City, County of Fayette State of Pennsylvania party of the second part. WHEREAS, The said parties of the first part, in and by their obligation, or writing obligatory, under their hands and seals, duly executed, bearing even date herewith, stand bound unto said Corporation in the penal sum of Nine hundred (\$900.00) Dollars, lawful money of the United States of America, conditioned for the payment of Nine hundred (\$900.00) Dollars, like lawful money as aforesaid, payable in quarterly payments of at least Fifty Dollars (\$50.00), or as much more as parties of the first desire to pay on regular interest periods, with interest thereon from the date hereof, at six per cent. per annum, payable quarterly annually, until the whole of said principal debt or sum be fully paid; and shall also, from time to time, until said debt and interest be fully paid, renew and keep alive, by paying the necessary premiums and charges of such policies of insurance as may be taken out to the amount of at least One thousand (\$1000.00) Dollars, by or in behalf of the said party of the second part, its successors or assigns, upon any buildings or improvements standing on the said land and premises hereinafter described, and also pay all taxes, municipal assessments or charges assessed against or upon the mortgaged premises, and in case default be made in payment of said principal debt or sum, or of any installment of interest or premium of insurance as aforesaid, or of any taxes, municipal assessments or charges as aforesaid, or any part thereof when due and payable respectively, by the terms of said obligation, for the space of fifteen days as aforesaid, the whole of said principal debt or sum and interest then unpaid, shall thereupon become due and payable forthwith, and shall also pay all fees, costs and expenses of collecting the same, including an attorney's commission of five per centum.

NOW THIS INDENTURE WITNESSETH, That the said parties of the first part as well for and in consideration of the aforesaid debt or sum of Nine hundred (\$900.00) Dollars, and for the better

April 27, 1916. We hereby acknowledge to have received the Mortgage the full amount of the debt and interest secured by this Mortgage and the same is hereby satisfied.
(Fayette City National Bank)
Attest: W. L. [Signature]

year first above written.

Sealed and delivered in the presence of Margaret Tennent (SEAL)

RECEIVED the day of the date of the above indenture of the above named Fred L. Reppert and Ella J. Reppert, his wife, the sum of Three Thousand and fifty (\$3050.00) Dollars lawful money of the United States, being the consideration money above mentioned in full.

WITNESS:

STATE OF ILLINOIS)

: SS:

COUNTY OF COOK)

On this 16 day of September A. D. 1911 before me, the subscriber, personally came the above named Margaret Tennent who in due form of law acknowledged the foregoing Indenture to be her act and deed and desired that the same might be recorded as such. Witness my hand and seal the day and year aforesaid.

Daniel Herlihy, Notary Public (NOTARIAL SEAL)

Com. expires May 21-1914-

STATE OF ILLINOIS)

: SS:

COOK COUNTY)

I, Robert M. Sweitzer, County Clerk of the County of Cook, DO HEREBY CERTIFY that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Daniel Herlihy whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments, ^{and} proofs of deeds or conveyances of lands, tenements or hereditaments in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and further that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in said County, this 16 day of September 1911.

Robert M. Sweitzer, County Clerk. (COURT SEAL)

RECORDED AND COMPARED OCTOBER 4, 1911 - CHAS. O. SCHROYER - RECORDER.

THIS INDENTURE, Made this first day of September in the year of our Lord one thousand

nine hundred and ten, between FRANCIS ROCKS and

FRANCIS ROCKS ET UX

ANNA ROCKS his wife of Nicholson township, Fayette

TO

County, Pennsylvania, parties of the first part, AND

SUNSHINE COAL AND COKE COMPANY

SUNSHINE COAL AND COKE COMPANY a corporation of

Pennaylvania, having its domicile at Uniontown,

Fayette County, party of the second part, WITNESSETH, That the said parties of the first

part for and in consideration of the sum of ONE HUNDRED DOLLARS and other valuable

considerations unto them well and truly paid by the party of the second part, at and before

the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,

have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and

by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm

unto the said party of the second part, its successors and assigns, ALL those certain

tracts of land and coal, with mining rights, right of way, easements, liberties and privileges, situate in Fayette County, Pennsylvania, as follows: SUNSHINE COAL AND COKE COMPANY NO. 1 PLANT. I. POUNDSTONE-BROWNFIELD TRACT 57.634 A. coal. All the nine foot vein of merchantable coal known as the Pittsburgh coal in and underlying all that certain tract of land situate in Nicholson township, Fayette County, Pennsylvania, bounded and described as follows: BEGINNING at a stone corner of land of Silas R. Provins with lands formerly owned by Parshall heirs, now Elizabeth Porter and Loretta P. Neff; thence by said Provins land North eight degrees and forty-five minutes East, ninety-four and three-tenths perches to land formerly of John Poundstone; thence by same South eighty-nine degrees West, one hundred and twelve and three-tenths perches to land of E. D. Fulton, Esq.; thence by said Fulton's land south one degree East, forty-six and two tenths perches to a stone; thence by the same South two degrees and thirty minutes East, thirty-seven and eighty-five hundredths perches; thence leaving said Fulton's land and running up a small rivulet or stream along the line of the outcrop of said coal North seventy degrees and fifteen minutes East, thirteen and seven-tenths perches to a point in said stream; thence with the downward course of said stream on the opposite side thereof along the line of said outcrop South fifty-four degrees and fifteen minutes West, fifteen and seven-tenths perches to line of land of said Fulton; thence by same South two degrees and thirty minutes East, two and one-tenths perches to line of said Neff and Porter; thence by same South eighty-nine degrees and thirty minutes East, ninety-five and five-tenths perches to the place of beginning. CONTAINING within said boundary fifty-seven and six hundred and thirty-four thousandths (57.634) acres, exclusive of two (2) acres of said coal, which two acres are hereinafter described and conveyed in paragraph II of this indenture. TOGETHER WITH the free and uninterrupted right of way into, over and under the said lands at such points and in such manner as may be necessary and proper for the purpose of ventilating, digging, operating and carrying away said coal, or other coal or coke, without any liability for damages that may arise from the removal of any or all of said coal, or the manufacture of coke, without being required to provide for the support of the overlying strata or surface, or without being liable for any injury to the same, or anything therein or thereon, or to the springs or water-courses thereof, also with the right to mine and remove and carry away through said tract of land any other adjoining coal, coke or supplies now or here after belonging to said second party, its successors and assigns, also with the right to take and use without any liability therefor, all and any water from any running stream on the surface of said lands, that may be necessary for the purpose of washing said coal and preparing the same for manufacture and market. Being the same tract of coal which John Poundstone conveyed to George W. Neff and George Porter by deed dated January 30, 1902 recorded in deed book 194 page 450. And said Neff and Porter by deed dated March 24, 1903 recorded in Deed Book 213 page 129, conveyed the same, inter alia, to Isaac H. Brownfield, who by deed dated November 24, 1903, recorded in Deed Book 222 page 295 conveyed the same, inter alia to Francis Rocks. II. Poundstone Reserve 2 A. Coal. All the nine foot Pittsburgh or River vein of coal underlying a parcel of land situate in said Nicholson township, BEGINNING at a stone North sixty-two degrees West, four hundred and thirty-seven and a fourth feet from the beginning point of the tract of coal of which this was originally a part, being the tract

herainbefore described in paragraph I.; thence West one hundred and ninety-eight feet to a stone; thence North four hundred and forty feet to a stone; thence East one hundred and ninety-eight feet to a stone; thence South four hundred and forth feet to the place of beginning, Containing two (2) acres more or less. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to said overlying land or to the structures thereon or to springs or water-courses therein or thereon, by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located, and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal, and of coal and supplies to and from other lands. Being the two acres of coal reserved by John Poundstone in his sale to Neff and Porter aforesaid, of which reserve said John Poundstone died seized in 1902, leaving a will dated October 4, 1900, proved September 19, 1902, Will Book 12, page 445, wherein he directed his executors to sell his seventy acre tract of land under which was this two acre coal reserve, and said executors by deed dated February 25, 1904, Deed Book 223 page 435, conveyed said seventy acre tract of land and the two acre coal reserve thereunder to Elwood D. Fulton, who by deed dated December 23, 1905, recorded in Deed Book 249 page 70 conveyed the same, inter alia, to Francis Rocks. III. FULTON LOT .607 A. land. All that certain piece of land situate in said Nicholson township, BEGINNING at the property line of Francis Rocks and the right of way line of the Monongahela Railroad; thence along said right of way to a point on said right of way forty-five feet North of the present switch, the right for which was heretofore granted to Isaac H. Brownfield; thence by and along said right of way granted to said Isaac H. Brownfield Southeast to a point on property line of the said Francis Rocks; thence along said property line of the said Francis Rocks to the place of beginning, SUBJECT to the rights heretofore granted to the said Isaac H. Brownfield for said switch. Being part of a larger tract of land conveyed by John K. Ewing et al. to Elwood D. Fulton by deed dated January 23, 1901 recorded in Deed Book 186 page 141, and conveyed by Elwood D. Fulton to Lucy Fulton his wife by deed dated April 14, 1904 recorded in Deed Book 227 page 163, and by them conveyed to Francis Rocks by deed dated December 23, 1905, and recorded in Deed Book 249 page 70. IV. PARSHALL TRACT 39.11 A. Coal. All the coal in and underlying the following described part of a larger tract of land, known as the Elias Parshall tract situate in said Nicholson township, BEGINNING at a stone corner of lands formerly of John Poundstone; thence by land formerly of Riverview Coal and Coke Company South eleven degrees and twenty-seven minutes West, three hundred and thirty-three and eight-tenths feet to a walnut stump; thence by same South six degrees and fifty-five minutes West, nine hundred feet; thence leaving said line and running with the outcrop of said coal South forty-nine degrees and fifty-eight minutes West, one hundred and fifty-eight feet; thence North eighty-five degrees and thirty-two minutes West, ninety-five and two-tenths feet; thence North seventy-one degrees and ten minutes West, one hundred and seventeen and two-tenths feet; thence South forty-eight degrees and forty-six minutes East, two hundred and sixty-three and seven-tenths feet; thence south forty-eight degrees twenty-seven minutes West, one hundred and ninety-nine feet; thence South sixty-

nine degrees West, ninety-five and one-tenth feet; thence North fifty degrees fifty-three minutes West, one hundred and eighty-eight feet; thence north sixty-three degrees twenty-six minutes West, two hundred and three and five-tenths feet; thence South seventy-two degrees fifty-four minutes West, two hundred and nine and one-tenth feet; thence South forty-six degrees fifty-two minutes West, two hundred and sixty-five and four-tenths feet; thence North thirteen degrees forty-one minutes West, one hundred and eighty-six and four tenths feet; thence north ten degrees and twenty-seven minutes East, four hundred and six and six-tenths feet; thence North thirty-nine degrees fifty-one minutes West, one hundred and twenty-four and six-tenths feet to a line of a tract of land hereinafter described; thence by the same North eighty-one degrees twenty-eight minutes East, five hundred and ten and six-tenths feet; by same North thirteen degrees forty-five minutes West, six hundred and thirty-six and five-tenths feet to an original line of said Parshall land; thence South eighty-six degrees and forty-five minutes East, thirteen hundred and fifty-seven and three-tenths feet to the place of beginning, CONTAINING thirty-nine and eleven hundredths (39.11) acres. TOGETHER WITH the free and uninterrupted right of way into, over and under said lands, at such points and in such manner as may be necessary and proper for the purpose of ventilating, digging, operating and carrying away said coal, or other coal or coke, without any liability for damages that may arise from the removal of any or all of said coal, or the manufacture of coke, without being required to provide for the support of the overlying strata or surface, or without being liable for any injury to the same, or anything therein or thereon, or to the springs or water-courses thereof, also with the right to mine and remove and carry away through said tract of land any other adjoining coal, coke or supplies now or hereafter belonging to said second party, its successors and assigns, also with the right to take and use, without any liability therefor, all and any water from any running stream on the surface of said lands, that may be necessary for the washing of said coal and preparing the same for manufacture and market. FOR PRIOR TITLE see deed of Elias Parshall's administrators to Mary P. Lyons, Elizabeth Porter and Loretta P. Neff, dated July 7, 1892, recorded in Deed Book 124 page 234, for tract of land containing 150.5 acres, excepting therefrom 3.7 acres previously sold; and Mary P. Lyons conveyed her one-third thereof to George W. Neff by deed dated February 27, 1902, recorded in Deed Book 190 page 400, and George W. Neff and Loretta P. Neff his wife conveyed an undivided one-sixth of said tract to George Porter by deed dated February 27, 1902, and recorded in Deed Book 203 page 122; and said Neffs and Porters by deed of March 24, 1903, recorded in Deed Book 213 page 129 conveyed, inter alia, to Isaac H. Brownfield, all said 39.11 acres of coal and mining rights, who by deed dated November 24, 1903 recorded in Deed Book 225 page 295 conveyed the same to Francis Rocks. V. PARSHALL SURFACE TRACT 25.1 Acres land. All that certain tract or parcel of land situate in said Nicholson township, BEGINNING at a point in the line which was originally the division line between the Parshall land and land formerly of the late John Poundstone at a point North eighty-six degrees forty-five minutes West, thirteen hundred and fifty-seven and three-tenths feet from corner of lands of the said John Poundstone and Parshall heirs; thence South seventeen degrees East six hundred and thirty-seven feet; thence South seventy-eight degrees twenty-seven minutes West thirteen hundred and fifty-three feet to a point in the line of the right of way of the Monongahela Railroad; thence by the right of way

line with a forty-five minute curve to the right a distance of six hundred and eighty-seven feet; and by same North six degrees and forty minutes West, four hundred and one foot to line of E. D. Fulton; thence East four hundred and eighty-five and seven-tenths feet; thence South seventeen degrees East, two hundred and four and six-tenths feet; thence East seven hundred and fifty feet to the place of beginning, CONTAINING twenty-five and one-tenth (25.1) acres. FOR PRIOR TITLE see recitals following description IV. this being part of the

150 Acre tract of land. VI. PARSHALL SURFACE TRACT 4.941 A. Land. All that certain tract or parcel of land situate in said Nicholson township, BEGINNING at a point in the line of land of E. D. Fulton and in the Western line of the right of way of the Monongahela Railroad; thence by said right-of-way South six degrees and forty minutes East, five hundred and three and four-tenths feet; thence West four hundred and twenty-four and one-tenth feet to land of the Monongahela Navigation Company formerly a part of said Parshall lands; thence by the same North eight degrees and six minutes West, five hundred and five five hundredths feet to the land of said E. D. Fulton; thence by the same East four hundred and thirty-six and eight-tenths feet to the place of beginning, CONTAINING four and nine hundred and forty-one thousandths (4.9410) acres. FOR PRIOR TITLE see recitals following description IV. this being part of the 150 acre tract, VII. SAMUEL COVER HEIRS TRACT

155.842 A. land and coal. All that certain tract of land situate in said Nicholson Township, BEGINNING at a hickory tree corner of Ira East and F. F. Durr; thence by Ira East North seventy-eight degrees and fifty minutes West, eighteen hundred and seventy-five feet to line of Joseph Cover; and by Joseph Cover South eight degrees ten minutes West, six hundred and eighty-seven and three-tenths feet to stone corner of William H. Schroyer; and by Schroyer South twenty-three degrees and forty-four minutes West, five hundred and ninety-two and three-tenths feet to a stone; and by Schroyer South sixty-three degrees fourteen minutes West, eleven hundred and fifty-three and nine-tenths feet to stones; and by Schroyer South six degrees one minute West, seven hundred and nineteen and one-tenth feet to stones; and still by Schroyer North eighty-two degrees and twenty-two minutes East, six hundred and fifty-five feet to stones; and by same South seventeen degrees seven minutes East, ten hundred and six and one-tenth feet to stone in line of Samuel C. East at side of run; thence by East and along the run North sixty degrees thirty minutes East, eleven hundred and twenty-one and nine-tenths feet to point in run; and still by East as follows: North forty-four degrees thirty minutes West, forty-one and two-tenths feet; North forty-seven degrees fifty-four minutes East, two hundred and thirty-eight and six-tenths feet; North sixty-four degrees forty-five minutes East, two hundred and fifty-five and eight-tenths feet to a white oak; and south forty-five degrees fifteen minutes East, seventy-five and nine-tenths feet to a white oak; and by East and Crago North sixty degrees thirty minutes East, two thousand and sixty-two and six-tenths feet to a stone, corner of James Renshaw; and by Renshaw as follows; North fifty-five degrees ten minutes West, three hundred and thirty-five and three-tenths feet to a stone; North seventy-five degrees six minutes West, four hundred and eighty-two feet; North forty-eight degrees nineteen minutes West, four hundred and seventy-four feet to a stone; and by F. F. Durr North forty-three degrees and thirty-six minutes West, three hundred and twenty-nine feet to a stone; North four degrees fifty-seven minutes West, two hundred and eighty-eight and two-tenths feet to the place of beginning, CONTAINING one hundred and fifty-five and eight hundred and forty-two thousandths (155.842) acres. FOR PRIOR TITLE see deed of Nancy Cover,

widow, Joseph G. Cover and wife, Clara C. Manning and husband, Anna C. Fretts and husband
 Isalah Cover and wife, Mary C. Mack and husband, Sarah C. Townsend and husband, being
 widow and heirs at law of Samuel Cover deceased, to Francis Rocks dated October 17,
 1903 and recorded in Deed Book 283 page 435. VIII. SAMUEL COVER HEIRS TRACT 2.801 A. Coal
 All the nine foot vein of coal underlying a parcel of land situate in said Nicholson
 township, BEGINNING at a stone in line of said William H. Schroyer; thence by Schroyer
 South sixty-three degrees and fourteen minutes West, sixteen and five-tenths feet; South
 four degrees and fifty-three minutes West, three hundred and sixty-six and three-tenths
 feet; South fifty-nine degrees six minutes West, eight hundred and twenty and three-tenths
 feet; South seventy-eight degrees eighteen minutes East, thirty-three feet; North
 eighty-two degrees twenty-two minutes East, six hundred and forty-five feet to stone;
 thence by the last above described tract North six degrees and one minute East, seven
 hundred and nineteen and one-tenth feet to the place of beginning, CONTAINING two and eight
 hundred and one thousandths (2.801) acres. WITH THE RIGHT to mine and extract the en-
 tire amount or body thereof without reservation, substitution or liability for damages to
 the surface or overlying strata or anything therein or thereon, by reason of the removal
 of the support afforded to said coal, and with the right to transport other coal through
 said vein and the openings made by the removal thereof. FOR PRIOR TITLE see recital
 following description at paragraph VII. IX. JACOB COVER TRACT NO. 1 53.37 A. Coal.
 All the nine foot vein or seam of Pittsburgh or river coal within and underlying all
 that certain tract of land situate in said Nicholson township, BEGINNING at a stake in
 line of lands of Ira W. Past; thence North eighty degrees West, two hundred and one and
 three-tenths feet along a public road to a stone; thence South fifty-eight degrees fifty-
 four and a half minutes West, thirteen hundred and eighteen and twenty-four hundredths
 feet to grave stone; thence South one degree and nineteen minutes West, fourteen hun-
 dred and eighty-three and nine-tenths feet to a post; thence South two degrees and five
 minutes West, eleven hundred and three feet to a stake; thence North eighty-two de-
 grees and forty-three minutes East, five hundred and eighty-eight and four-tenths feet to
 a stone in line of land of Samuel Cover's heirs; thence North eight degrees thirteen
 minutes East, by said Cover heirs and Ira W. Past thirteen hundred and ninety-two and
 five-tenths feet to a white oak; and by Ira W. Past North twenty-two degrees and fifty-two
 minutes East, thirteen hundred and eighty-eight and four-tenths feet to the place of be-
 ginning, CONTAINING fifty-three and thirty-seven hundredths (53.37) acres. TOGETHER WITH
 the right to mine and remove all of said coal, without being required to provide or
 leave support for the overlying strata or surface and without being liable for any injury
 to the said overlying land, or to the structures thereon, or to springs or water-courses
 therein or thereon, by reason of mining and removing said coal or by reason of mining
 or removing coal adjacent thereto, or by reason of manufacturing into coke this or other
 coal at works of said second party, its successors and assigns wherever located; and
 together with such surface privileges as may be reasonably necessary for the purpose of
 pumping, draining and ventilating this or other coal of the party of the second part, its
 successors and assigns; and with the right to make and maintain and use tracks, roads
 and ways in and through said mines forever, for the transportation and drainage of
 said coal, and of coal and supplies to and from other lands; and generally freed, clear
 and discharged of any servitude whatever to said overlying surface and anything therein

or thereon. FOR PRIOR TITLE see deed of Jacob Cover to Francis Rocks, dated October 24, 1908 and recorded in Deed Book 281 page 383. X. JACOB COVER TRACT NO. 2. 14.41 A. Coal. All the nine foot vein or seam of Pittsburgh or river coal within and underlying all that certain tract of land situate in said Nicholson township, BEGINNING at a post in line of land of William H. Schroyer and by Schroyer North eighty-three degrees and twenty-two minutes East, ten hundred and seventy-two and five-tenths feet to a post; and by same South sixteen degrees and eight minutes East, four hundred and ninety-five feet to a post; and by same South eighty-one degrees thirty-minutes West, thirteen hundred and ninety-two and five-tenths feet to a stake; and by same North seventeen degrees and twenty-two minutes East, five hundred and eighty-four and one-tenth feet to the place of beginning, CONTAINING fourteen and forty-one hundredths (14.41) acres. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures ^{therein} or to springs or water-courses therein or thereon, by reason of mining and removing said coal, or by reason of mining and removing coal adjacent ^{thereto} or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with such surface privileges as may be reasonably necessary for the purpose of pumping, draining and ventilating this and other coal of the party off the second part, its successors and assigns; and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal and supplies to and from other lands; and generally freed, clear and discharged from any servitude whatever to said overlying surface and anything therein or thereon. XI. WILLIAM H. SCHROYER TRACT 168.565 A. land. All that certain tract of land situate in said Nicholson township, BEGINNING at a point on Jacob's creek in line of lands now or formerly of Joseph Y. Provins; thence by said Provins land North twenty-eight degrees East, one hundred and sixty-two perches to a post; thence by same North nine degrees West, forty-nine and two-tenths perches to a corner of land formerly of Jason Woolsey; thence by said Woolsey's land North eighty-five degrees East, twelve and nine-tenths perches; by same North thirty-seven degrees forty-five minutes East, nine and thirty-eight hundredths perches; by same South twenty-eight degrees and thirty minutes East, seven and five-tenths perches; and by same North eighty-one degrees East, four and six-tenths perches; and by same South thirty-nine degrees East, twenty perches; and by same South five degrees and forty five minutes East, fifty-two perches and by same South eighty-three degrees East, forty-eight and eighty-five hundredths perches to a post in line of land of Samuel Cover's heirs; and by said Cover heirs South one degrees and fifteen minutes West, sixty-seven perches; and by same North eighty-three degrees East, thirty-five perches to a stone; and by same South twenty-three degrees and fifteen minutes East, thirty-five and nine-tenths perches; thence by land of Joseph Cover South sixty-three degrees and thirty minutes West, seventy perches; by same South six degrees and fifteen minutes West, forty-three and six-tenths perches; and by same North eighty-two degrees and thirty-minutes East, thirty-nine and seven-tenths perches to a stone; and by same South sixteen degrees and fifty-six minutes East, fifty-two and seventy-five hundredths perches to a point on the bank of Jacob's creek; thence by Jacob's creek North sixty-seven degrees and fifteen minutes West, forty-seven and one-tenth perches; thence crossing the creek South forty-five degrees and thirty minutes West, three and two-tenths

perches to a white oak; thence South seventy degrees and forty-five minutes West, fifty-two and one-tenth perches re-crossing Jacob's creek to a double elm; thence north twenty-five degrees and thirty minutes West, twenty-six perches to a white Oak; thence North thirty-five degrees and ten minutes East, twenty-one and seven-tenths perches; thence North seventy-six degrees and forty-five minutes West, fifty-six and five-tenths perches to a double sugar; thence north forty-one degrees and thirty minutes West, re-crossing said Jacob's creek thirty-six and fifty-four hundredths perches to a sugar; thence South eighty-eight degrees East, four and twenty-four hundredths perches to a point in said creek; thence North forty-nine degrees West, fourteen and seven-tenths perches to a point on the North side of said Creek; thence north seventy-four degrees and thirty minutes West, seventeen and seventy-five hundredths perches to the place of beginning. EXCEPTING out of the above boundaries a tract of land formerly the property of Samuel Cover, now of Jacob Cover, BEGINNING at a post near a hickory tree; thence North seventeen and a fourth degrees East, thirty-six and four-tenths perches to a sugar tree; thence North eighty-three and a fourth degrees East, sixty-five perches; thence South fourteen and a half degrees East, twenty-nine and seven-tenths perches to a stone; thence South eighty and three-fourths degrees West, eighty-four and seven-tenths perches to the place of beginning, CONTAINING ^{Acres} fourteen and one hundred and five perches (14 A. and 105 P.) AND EXCEPTING also the private road of Jacob Cover as now located on the above described tract of land. CONTAINING a total net area hereby conveyed of one hundred and sixty-eight and five hundred and sixty-five thousandths (168.565) acres. EXCEPTING out of the land hereby conveyed all the Pittsburgh or river vein of coal which was conveyed by William H. Schroyer and wife to Isaac H. Brownfield by deed dated April 1, 1903, and recorded in Deed book 213 page 126, together with such mining and other rights as are fully set forth in said deed. FOR PRIOR TITLE see the following deeds to William H. Schroyer; Deed of Daniel Sharpnack and wife dated April 1, 1886 recorded in Deed Book 68 page 67 for 142 acres and 2 perches; deed of Mary Ann Nicholson dated March 25, 1892, recorded in Deed Book 136 page 244 for two tracts of 7 acres and 6 perches and 14 acres and 15 perches respectively; deed of Nancy Cover and other dated Sept. 27, 1900, and deed of Sarah Cover dated October 17, 1901, and recorded respectively in Deed Book 292 page 84, and Deed Book 295 page 58, said last two deeds conveying 2.801 acres, excepting the nine foot vein of coal and mining rights; and William H. Schroyer and wife conveyed the same to Francis Rocks by deed dated September 4, 1909, and recorded in Deed Book 292 page 83. - SUNSHINE COAL AND COKE COMPANY NO. 2 PLANT XII. BAZIL B. SHOAF TRACT 3.55 Acres land. All that certain tract of land situate in German Township, Payette County, Pennsylvania, BEGINNING at a white walnut on the South side of Brown's run; thence by other land of said Shoaf South thirty-one degrees thirty minutes East, five rods to a point in the right of way of the Coal Lick Run Railroad; thence by said right of way in a westerly direction thirty-eight and eight-tenths rods to a stake in line of lands of A. D. Newcomer; thence by said Newcomer North twenty-one degrees East, sixteen rods to a post; thence South seventy degrees East, thirty-three rods to a stone in the public road; thence by other lands of said Shoaf South thirteen degrees West, sixteen and five-tenths rods to the place of beginning. CONTAINING three and fifty-five hundredths (3.55) acres. EXCEPTING AND RESERVING thereout and therefrom such portion of the above described tract of land as has been conveyed to the

Leckrone and Little Whitely railroad by said Shoaf and wife, together with the right of way for a crossing for said Shoaf, his heirs and assigns, across the whole of said 3.55 acres of land at a place where the same is now (1906) being used for said purpose, and which was reserved in said deed to said railroad company. FOR PRIOR TITLE see deed of Ira W. Coldren and wife to Bazil B. Shoaf dated April 1, 1905 recorded in Deed book 237 page 244 and deed of Bazil B. Shoaf and wife to Francis Rocks dated Sept. 30, 1906 recorded in Deed Book 269 page 62. ✓ XIII. ABRAHAM D. NEWCOMER TRACT 22.647 A. land. All that certain parcel of land situate in said German township, BEGINNING at a railroad iron on the East side of the Coal Lick Run Branch of the Pennsylvania railroad; thence South five degrees and thirty-one minutes West, twelve hundred and eighty-four and three-tenths feet to a post; thence by land of Sunshine Coal and Coke Co. South eighty-seven degrees and three minutes West, three hundred and twenty-nine and eight-tenths feet to a stake; thence by land of A. D. Newcomer North two degrees and fourteen minutes East, seven hundred and nine and five-tenths feet to a stake; and by same North fifty-one degrees forty-one minutes West nine hundred and fifty-eight and five-tenths feet to a stake; by same North twenty-six degrees and twelve minutes East, six hundred and eleven and nine-tenths feet to post on the Eastern side of said railroad; thence by said railroad South fifty degrees and forty-seven minutes East, ten hundred and seventy-four and four-tenths feet to place of beginning, CONTAINING twenty-two and six hundred and forty-seven thousandths (22.647) acres. EXCEPTING AND RESERVING thereout and therefrom all minerals, mining rights and privileges, subject to the protection of any improvements said second party may erect on the above described land. Also EXCEPTING AND RESERVING THEREOUT AND therefrom the permanent use of a spring of water situate on the above described land with privilege of ingress, egress and regress of livestock to the same. The said party of the second part agrees to build and maintain at its proper expense a bridge over the tram road for the use of livestock, and also to build and maintain at its own expense a fence enclosing a lane to the above said spring. FOR PRIOR TITLE see deed of Andrew J. Franks to Abraham D. Newcomer, recorded in Deed Book 141 page 334 and deed of said Newcomer to Francis Rocks dated November 6, 1906, and recorded in Deed Book 264 page 94. ¹⁴ XLV. A. LINDSEY PRETTS TRACT 21.223 A. land 3 A. coal. All that certain tract of land situate in said German township, BEGINNING at a post on the Eastern side "black lane" a corner of land lately conveyed by A. Lindsey Prettz to Albert Hostetler; thence by said Hostetler's land South eighty-eight and three-fourths degrees East, forty perches to a post; thence by same and land of Samuel Hostetler North nineteen and a half degrees East, fifty-three and seven-tenths perches to a post; thence North twenty-eight and ¹/₂ degrees East, fifty perches to a post; thence North eighteen and three-fourth degrees West, forty-nine and four-tenths perches to a post; thence South five degrees West, eighty-three and one-tenth perches to a post; thence North eighty-nine and three-fourth degrees West, twenty-eight and three-tenths perches to a post in aforesaid lane; thence by same South twelve and three-fourth degrees East, fourteen and twelve hundredths perches to the place of beginning, CONTAINING twenty-one and two hundred and twenty-three thousandths (21.223) acres of land. ALSO all the nine foot or Connellsville vein of coal in and underlying a part of the Northern end of said land lately conveyed to Albert Hostetler, being all of said vein of coal under Hostetler's land contiguous to the same vein in the 21-acre tract above described and to the George and Jesse Franks coal, and included within the same outcrop line but not including any

of the said vein of coal heretofore conveyed to W. U. Johnson, CONTAINING about three (3) acres. TOGETHER WITH the right to mine, extract and dispose of the entire amount and body of said coal, without reservation, substitution or liability for damages to the surface or anything thereon or thereunder; together with all privileges, rights of way &c. necessary for the convenient mining and transporting of the same; with the right also to transport through the drifts, slopes, entries, headings &c. used for transporting the same, any coal or minerals from adjacent or other tracts of land, but within any right to take any of the Hostetler surface for operative purposes or rights of way, or to drain the mines thereon, the coal so sold being that reserved by the grantors out of their recent conveyance of land to Albert Hostetler. FOR PRIOR TITLE see deed of Hannah Franks to Joseph Hostetler dated April 14, 1868 recorded in Deed Book 44 page 285, partition of Joseph Hostetler's real-estate No. 9 Dec. Court 1898 Orphans' Court Partition Docket 3 page 102, the land being awarded to A. Lindsey Fretts; deed of A. Lindsey Fretts and wife to Albert Hostetler dated March 25, 1906, recorded in Deed Book 244 page 443, reserving the coal and deed of said Fretts and wife to Francis Rocks dated May 4, 1906 and recorded in Deed Book 226 page 229. XV. A. LINDSEY FRETTS TRACT 16.77 Acres coal. All the coal known as the nine foot or Connellville vein ofaking coal within and underlying the East side of that certain tract of land situate in said German township, containing 96 acres, that part under which the coal lies being described as follows: BEGINNING at a corner of Samuel Hostetler and Simon Franks's heirs; thence by Hostetler north sixty-eight degrees and forty-five minutes West, sixty-nine and four-tenths perches to a point in the outcrop; thence by lands formerly of Fretts, now Albert Hostetler, South nineteen degrees West, twenty-four and five-tenths perches; by same South thirty-one degrees East, thirty-one and sixty-seven hundredths perches; by same South seventy degrees and thirty minutes East, ten and twenty-four hundredths perches, by same North seventy-six degrees thirty-minutes East, thirty-seven and three hundredths perches to land of Simon Franks heirs; and by Franks heirs North six degrees and forty-five minutes East, twenty-four and twenty-four hundredths perches to the place of beginning, CONTAINING sixteen and seventy-seven hundredths (16.770 acres more or less. TOGETHER WITH the right to mine, extract and dispose of the entire amount or body of said coal, without reservation, substitution or liability for damages to the surface or anything thereon or thereunder, together with all privileges, rights of way &c. necessary for the convenient mining and transporting of the same; with the right also to transport through the drifts, shafts, slopes, headings, entries, rooms, passages, ways, &c. used for transporting the same, any coal or minerals from adjacent or other tracts of land; also the right to enter upon the surface and sink shafts for the purpose of ventilating or draining the mines, and for depositing all dirt and debris taken out of the same, and reserving all the gas and oil under said coal, with the privileges leased to the Fayette County Gas Company in 1901. IT IS UNDERSTOOD AND AGREED that the said party of the second part, its successors and assigns, shall have the right to purchase a sufficient amount of surface for the purpose of mining, manufacturing and marketing said coal at such points as will not interfere with the farm buildings, at a price not exceeding One Hundred Dollars for all land taken. FOR PRIOR TITLE see deed of A. Lindsey Fretts and wife to W. U. Johnson dated January 5, 1903 recorded in Deed Book 231 page 130; agreement of W. U.

Johnson and wife with George Roth, dated May 26, 1903, recorded in Agreement Book 17, page 229; agreement of W. U. Johnson, J. D. Johnson and S. E. Wadsworth with Mrs. John H. McClelland alias Margaret J. McClelland, dated January 6, 1903 recorded in Agreement Book 18 page 472; deed of W. U. Johnson and wife to John D. Boyd, S. E. Wadsworth, George Roth, Margaret J. McClelland dated— May 26, 1903, recorded in Deed Book 228 page 101; quit-claim of S. E. Wadsworth and J. D. Boyd to Margaret J. McClelland dated July 18, 1905 and recorded in Deed Book 287 page 96; and deed of Margaret J. McClelland and George Roth to Francis Rocks, dated April 4, 1908 and recorded in Deed Book 280 page 120. XVI. GEORGE W. FRANKS TRACT 20 A. Coal. All the coal in the vein known as the nine foot or Connellsville Coking Coal underlying a tract of land situate in said German township, BEGINNING at a bench corner of land formerly of William Sangston and George H. Core; thence by said Core's land South ten and a fourth degrees East, one hundred and four and two-tenths perches to a black oak; thence South eleven and three-fourth degrees West, forty-six and six-tenths perches to a stone; thence by lands of the heirs of Conrad Franks deceased, North eighty-five degrees East, seven perches to a stone; thence by same North fifty and one-fourth degrees East, twenty-seven perches to stone; thence by same North eighty-five and a half degrees East, seventy and six-tenths perches to stone; thence by lands of A. Lindsey Pretts North nine and one-fourth degrees West, six perches; by same North one degree East, twenty-three and four-tenth perches; by same North nine and three-fourth degrees West, forty-eight perches; by same North twelve degrees West, fifty-six and five-tenths perches; by land of A. D. Newcomer and William Sangston South eighty-seven degrees West, sixty-nine and four-tenths perches; thence by Sangston South seventy-eight and one-fourth degrees west, seventeen and nine-tenths perches to the place of beginning, CONTAINING seventy-six (76) acres more or less. Said coal hereby conveyed and intended to be conveyed being the coal in the said nine foot vein underlying about twenty acres of said described tract and is in one and the largest piece or body of coal on said tract. TOGETHER WITH the right to mine, extract remove and dispose of the entire amount or body of said coal without reservation, substitution or liability for damages to the surface, or anything thereon or therein by reason of the mining, extracting, removing and disposing of said coal; with the right also to enter upon the surface to sink a shaft or opening for the purpose of ventilating said coal and for no other purpose. FOR PRIOR TITLE see award to George W. and Jesse M. Franks in partition of real estate of Michael Franks deceased, No. 57 March Court 1873, and deed of George W. and Jesse M. Franks to Francis Rocks dated April 26, 1906 and recorded in Deed Book 253 page 152. XVII. SIMON FRANKS TRACT 3.657 A. coal. All of the nine foot seam or vein of coal commonly known as the Connellsville Coking Coal, in and underlying all that certain tract of land situate in said German township, BEGINNING at a corner of this tract with lands of David Hayden and lands late of John Arison; thence by said Arison land North sixty-seven degrees and thirty-two minutes West, two thousand sixty-eight feet to post at corner of A. L. Pretts; and by Pretts North six degrees and forty-five minutes East, seventeen hundred eighteen and eight-tenths feet to post at corner of lands of Samuel Hostetler; thence by land of Henry Smell South seventy-seven degrees forty-five minutes East, one thousand fifty-nine and nine-tenths feet to line of Pennsylvania railroad; thence by said railroad South fifty-six degrees and two minutes East, thirteen hundred and sixty-eight and one-tenth feet to corner of David Hayden; thence by Hayden's land South thirty-five degrees and fifteen minutes West, eight hundred

and twenty-eight and one-tenth feet to post; thence by same South eleven degrees and thirty minutes East six hundred and twenty-seven feet to post; thence by same South twenty-eight degrees West, two hundred and forty feet to the place of beginning, CONTAINING eighty-four and sixty-one hundredths (84.61) acres. The said nine foot vein of coal has been located under three separate portions of said tract in unconnected bodies as follows; One portion thereof hereinafter mentioned as "Tract No. 1" lies southwesterly from the dwelling house of said tract along the line of said Arison. Another portion thereof hereinafter mentioned as "Tract No 2" lies northwesterly from the said dwelling house near the central part of said farm and the other portion thereof hereinafter designated as "Tract No 3" lies nearly west of said dwelling house and not far from the division line between said A. L. Pretts tract of land and the tract hereinbefore described. It is the intention of the parties of the first part to convey all of the coal of the said vein included in the three bodies thereof designated. TOGETHER WITH the free and uninterrupted right of way into, upon and under the said described tract of land at such points and in such manner as may be proper and necessary for the purpose of digging, mining and carrying away the whole of said vein of coal included in the three portions or tracts thereof hereinbefore mentioned, hereby waiving all damages that may arise or be caused to the overlying strata of said portion of said vein of coal or to the surface of said tract of land or anything therein or thereon by reason of the mining and removal, draining and ventilating of said coal or the manufacture of the same into coke at such point or points beyond the boundaries of said tract of land as second party, its successors or assigns may select for the purpose of coking the same. The parties of the first part also hereby grant unto the party of the second part, its successors and assigns, a right of way twenty feet in width for the purpose of constructing and operating a railroad thereon from such point on the Westerly boundary of "Tract No. 2" of said coal to such point of the boundary line of the above described tract and the Pretts tract as the party of the second part hereto or its engineer shall select, and also a right of way of the same width along the said Arison lane from the point where said line intersects the Westerly boundary line of "tract No. 1" aforesaid to the beginning point of the description hereinbefore given of the whole of the said tract of land. Said rights of way to continue for the benefit of the second party, its successors and assigns until the whole of said three bodies of said vein of coal shall be mined and removed by the second party, its successors and assigns, and thereupon the said rights of way shall revert to Stephen E. Wadsworth, J. D. Boyd, George Roth and Margaret J. McClelland, their heirs and assigns, but with the right to second party, its successors and assigns, upon the termination of said rights of way, to remove therefrom all materials and improvements placed thereon by him or them. In consideration of the grants of said rights of way second party by the acceptance of this deed, hereby agrees for itself, its successors and assigns, to pay Stephen E. Wadsworth, J. D. Boyd, George Roth and Margaret J. McClelland, their heirs and assigns, an annual rent of \$50.00 beginning from the date of operation on said tract and continuing the full term of said grant; that is, until all of said vein of coal shall be removed from the three tracts thereof hereinbefore mentioned, unless the working of the same shall sooner be abandoned by said second party, its successors and assigns, and all claims to the remaining portion of said

coal be relinquished by second party, its successors or assigns, whereupon said rental shall cease upon written notice from second party to said above named parties, their heirs or assigns, of such abandonment. That upon said abandonment said second party, its successors or assigns shall have the right to remove all tracks laid and improvements made by it upon said right of way. FOR PRIOR TITLE see will of Simon P. Franks dated February 7, 1891, Will Book 8 page 189, devising to his children Sarah J., William S., Simon P., Alfred B., Daniel S. Franks and Mary L. Wilson; deed of Mary L. Wilson and husband to George Roth dated November 8, 1902, recorded in Deed book 211 page 61; deed of Price S. Franks to George Roth, dated March 27, 1903, recorded in Deed Book 230 page 138; deed of Elizabeth Franks widow, Sarah Jane, Alfred B., Daniel S., and W. Searight Franks and George Roth to S. E. Wadsworth, John D. Boyd, George Roth and Margaret J. McClelland, dated May 9, 1903, recorded in Deed Book 280 page 125; and deed of said last named grantees to Francis Rocks, dated April 4, 1908 and recorded in Deed Book 282 page 274.

XVIII. WILLIAM ARISON TRACT. 4A. coal. All the nine foot or Connellville vein or seam of coking coal within and underlying all that certain tract of land situate in said German township, BEGINNING at a stone in the road, corner with lands of George Grove known as the Hostetler farm; thence by said lands North seven degrees East, ninety and five-tenths perches to corner; thence by the Franks farm South sixty-eight and one-half degrees East, one hundred and twenty-four perches to corner; thence South twenty-seven and three eighths degrees West, six and nine-tenths perches; thence through the lands of Arison South fifty-two and an eighth degrees West, twenty-nine and thirty-two hundredths perches to a hickory; thence by same North twenty-one and three-fourth degrees West, fifteen and twelve hundredths perches; thence by same North seventy-two and three-eighths degrees West, thirty-six and thirty-six hundredths perches; thence by same South eighty-eight degrees West, twelve and thirty-two hundredths perches; thence by same North fifty-seven degrees West, thirty-four and four hundredths perches; thence by same South eleven and one-fourth degrees East, thirty-six and eight-tenths perches; thence by same South eighteen and three-fourth degrees East, thirty-eight and twenty-eight hundredths perches; thence by same South nineteen and three-fourths degrees West, ten and three-tenths perches to a point in the Downard line; thence by the latter and Sapper North sixty-two degrees West, thirty-nine and seven-tenths perches to a stone the place of beginning, CONTAINING twenty-five (25) acres more or less and CONTAINING of said vein of coal about four (4) acres. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface; and without being liable for any injury to said overlying land, or to springs or water courses or anything therein or thereon by reason of mining said coal or coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of the said party of the second part, its successors or assigns, wherever located; and together with all surface privileges necessary to pump, drain or ventilate this and other coal; and with the right to make and maintain tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal, minerals and supplies to and from other lands. TOGETHER with free and uninterrupted right of way into, upon and over said lands on the Northwest side where the same adjoins the said George Grove's land, for the purpose of constructing, maintaining and operating tramways, railroads or other ways that may be convenient and necessary for the purpose of mining and removing said coal. It being expressly understood and

agreed that the said second party, its successors and assigns, shall build and maintain at all times at their own expense good and sufficient fences on both sides of any tramway or railroad that may be constructed upon and over said land as aforesaid, so long as the same are in use. FOR PRIOR TITLE see deed of Jonah Arison, dated August 7, 1894, Deed Book 219 page 173 to William Arison and deed of William Arison, dated June 11, 1907 recorded in Deed Book 274 page 104 to Francis Rocks. XIX. GERGE I. CRUSE TRACT 4. A. Coal. All the nine foot or Connellsville seam of coking coal in and underlying all that certain tract of land situate in said German township, BEGINNING at a corner White oak next Margaret Franks; thence by same North eleven and three-eighths degrees East, sixty-nine and two-tenths perches to black oak corner stone; thence by lands of George and Jesse Franks North ten and a fourth degrees West, one hundred and five and four-tenths perches to stake near beech; thence North eighty-two and a fourth degrees West, thirty-four perches by lands of William Sangston's heirs to a hickory corner stone; thence by same North sixty-four and a half degrees West, fourteen perches to stone; thence by lands of William R. Richey South eighteen and a half degrees West, eighty-four perches to stone; thence by same North seventy-six and three-eighths degrees West, fifty and three-tenths perches to stone; thence by same South seven degrees West, forty-six and seven-tenths perches to a stone; thence by land of Henry D. Core North eighty-seven and a half degrees East, forty-two and five-tenths perches to a stone; thence by same South eight and three-fourth degrees West, seventy-two and nine-tenths perches to a stone; thence by lands of Margaret Franks North eighty-eight and three-fourth degrees East, ninety-seven and six-tenths perches to the place of beginning, CONTAINING one hundred and six acres and twenty-two perches of land, under which is about four (4) acres of said vein of coal. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying lands, or to the structures thereon, or to springs or water-courses therein or thereon, by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal, or to remove said coal, with supplies, men, team, animals, wagons &c. and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein and thereon. EXCEPTING AND RESERVING thereout and therefrom one-fourth acre of said coal, together with appurtenant mining rights, said reservation being rectangular in shape and situate on the South side of the main body of said coal in the field northeast from the dwelling house on the above described tract of land. IT is understood and agreed that the full face of the coal seam shall be the outerop of said reservation. FOR PRIOR TITLE see deed of George H. Core to George I. Cruse dated December 23, 1895, recorded in Deed Book 138 page 462 and deed of George I. Cruse and wife to Francis Rocks dated May 1, 1906 and recorded in Deed Book 257 page 19. XX. WILLIAM R. RICHEY TRACT 5 A. Coal. All the nine foot or Connellsville seam of coal in and underlying all that certain tract of

land situate in said German township, Beginning at a stone corner of Jacob Lawrence; thence North two and a fourth degrees West, two hundred and sixty-eight perches to a stone; thence by lands of Messmore North sixty-four degrees East, fourteen perches to a rock oak stump; thence by same South fifty-four and seven-eighths degrees East, one hundred and five perches to a stone; thence South sixty-five and a half degrees East, forty-four perches; thence South eighteen and a fourth degrees West, eighty-five perches to a post; thence North seventy-six and five-eighths degrees West, forty-nine and two-tenths perches to a post in meadow; thence South five and a fourth degrees West, one hundred and twenty-three perches; thence South eighty-six degrees West, forty-one and one-tenth perches to the place of beginning, CONTAINING one hundred and nineteen acres, under which is situate about eight (8) acres of said vein of coal. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to said overlying land or to the structures thereon, or to springs or water-courses therein or thereon, by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal or to enter and reach said coal with supplies, men, teams, animals, wagons &c.; and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal, and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. EXCEPTING AND RESERVING thereout and therefrom one-fourth acre of said coal, together with the appurtenant mining rights, said reservation being rectangular in shape and situate on the Northeast corner of the main body of said coal, in the hill field nearest to the dwelling house on the above described tract of land. It is understood and agreed that the full face of the coal shall be the outcrop of said reservation. FOR PRIOR TITLE see deed of Peter A. Rothamel and others to William R. Richey dated August 5, 1899, recorded in Deed Book 175 page 2, and deed of William R. Richey and wife to Francis Rocks, dated May 1, 1906, and recorded in Deed Book 254 page 189.

SHUNSHINE COAL AND COKE COMPANY NO. 4

PLANT. XXI. HARRIET HARFORD TRACT 75.945 A. Land. ALL that certain tract of land situate in Menallen township, Fayette County, Pennsylvania, BEGINNING at a stump in line of land of Jacob B. Graham heirs and at corner of land of William M. Jeffries heirs; thence by Graham's heirs north forty-three and five-eighths degrees West, thirty-six and eighty-four hundredths perches to a white oak; thence by same North forty-two and seven-eighths degrees West, forty-eight and eighty-four hundredths perches to a stump in the center of township road; thence along the middle of said road South twenty-nine and one-fourth degrees West, forty-six and six-tenths perches to a stake in center of National road; thence South twenty-two and a fourth degrees West, thirty-two and fifty-seven hundredths perches to a stump in center of township road; thence South seventy-two and three-eighths degrees West, fifty-five and thirty-six hundredths perches to a post in center of said township road; thence by land of Lewis Stewart South thirty degrees East, forty-four perches to a post; thence by same South one and a half degrees West, fifty and two-tenths perches to a post; thence by land of William M. Jeffries heirs North seventy-one and a half degrees East, seventy-six perches to post; thence by same North thirty-one and one-eighth degrees East,

one hundred and four perches to the place of beginning, CONTAINING seventy-eight (78) acres and fifty-three (53) perches. EXCEPTING therefrom 2.336 acres thereof conveyed to H. C. FRICK COKE COMPANY deed of Francis Rocks et al dated October 21, 1907, and recorded in Deed Book 283 page 318, leaving a net area hereby conveyed of seventy-five and nine hundred and forty-five thousandths (75.945) acres. FOR PRIOR TITLE see deed of E. S. Hackney administrator of Amos Wood deceased, to Harriet Harford dated September 10, 1897 recorded in Deed Book 151 page 420, and quit-claim deed of John D. Wood et al. to Harriet Harford dated September 10, 1897 recorded in Deed Book 151 page 418; deed of Harriet Harford and Harvey Harford her husband to Francis Rocks dated December 12, 1906 recorded in Deed Book 263 page 192 and deed of Francis Rocks to George S. Baton and Francis Armstrong, dated June 22, 1907, recorded in Deed Book 283 page 115, conveying a one-half interest therein, and deed of reconveyance for same from said Baton and Armstrong to Francis Rocks, dated March 9, 1909, and recorded in Deed Book 291 page 259.

XIII. CAROLINE G. GRAHAM TRACT. 26.2247 A. Coal. All the coal of the nine foot or Pittsburgh vein of coal in and underlying all that certain tract of land situate in said Menallen township, BEGINNING at a point in the public road running from the National Pike to Upper Middletown corner of Harford tract and Luke P. Patterson; thence by Patterson and partly in said public road North fifty-four degrees and thirty-two minutes East, fifteen hundred and seventy-six and sixty-six hundredths feet; thence by land of Caroline G. Graham and outcrop line of said coal vein, the following courses and distances: South twenty-seven degrees and five minutes East, one hundred and three and ninety-one hundredths feet; South thirty degrees and forty-six minutes East, one hundred and forty-five and eight-tenths feet; South twenty-three degrees thirteen minutes West, thirty-seven and four-tenths feet; South sixty-one degrees West, sixty-one and eighteen hundredths feet; South sixty-nine degrees fifty-five minutes West, fifty-four and four-tenths feet; thence by reservation of coal North twenty-nine degrees and forty-six minutes West, one hundred and thirty feet; and by same South fifty-four degrees and thirty-two minutes West, two hundred and eighty-three feet; thence by same South thirty-one degrees and five minutes East, one hundred and twenty and fourteen hundredths feet; thence by outcrop South thirty-one degrees and four minutes West, seventy-eight feet; thence South fifty-three degrees and thirty-one minutes East, eighty and fifty-five hundredths feet; and South twenty degrees and fifty-nine minutes East, one hundred and twelve feet; South twenty degrees and forty-two minutes East, one hundred and two feet; South fourteen degrees and thirty-two minutes West, eighty-seven and eight-tenths feet; South twenty-four degrees and thirty-seven minutes West, two hundred and six and five-tenths feet; South forty-three degrees and twenty-seven minutes West, one hundred and eighty-one and nine-tenths feet; South fifty degrees and forty-one minutes West, one hundred and twenty-nine and fifteen hundredths feet; South one degree and eleven minutes West, ninety and thirty-two hundredths feet; South thirty-eight degrees and forty-nine minutes East, one hundred and twenty-three and six-tenths feet; South thirty-six degrees and fifty-three minutes East, two hundred and twenty-five and six-tenths feet; South sixty-nine degrees and thirty-seven minutes East, eighty and eighty-five hundredths feet; South seventy-one degrees and seven minutes East, seventy-two and fifteen hundredths feet; North seventy degrees and two minutes East, ninety-eight and two-tenths feet; South fifty degrees and twenty-five minutes East, eighty-four feet; South one

minutes West, one hundred and thirty-five and sixty-five hundredths feet; South four degrees and seven minutes East, three hundred and eight and two-tenths feet; South thirty-five degrees and thirty-nine minutes East, two hundred and forty-two and forty-five hundredths feet; South ten degrees and two minutes East, ninety-six and one-tenth feet; South four degrees and thirty-eight minutes East, forty-nine and fifty-five hundredths feet to point in line of land of William Jeffries heirs; and by Jeffries heirs North forty-five degrees forty-three minutes West, seven hundred and fifty-nine and eight hundredths feet to a white oak stump; thence by land of Harriet Harford North forty-three degrees and thirty-four minutes West, six hundred and nine and four hundredths feet; and North forty-two degrees and thirty-two minutes West, eight hundred and eleven and eight-tenths feet to the place of beginning, CONTAINING in all twenty-seven and twenty-eight hundred and two ten thousandths (27.2802) acres; out of which there has been mined .5555 of an acre, leaving the net area of coal intended to be conveyed after deducting mined coal and one-half acre reservation, twenty-six and twenty-two hundred and forty-seven ten thousandths (26.2247) acres. TOGETHER WITH the right to mine and remove all of said coal without being required to leave support or provide substitution therefor for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to springs or water-courses or anything therein or thereon by reason of mining of said coal, or coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of the said second party, its successors or assigns wherever located, and together with all surface privileges that said party of the second part, its successors and assigns may deem necessary to pump, drain or ventilate this or other coal; and with the right to make and maintain tracks, roads and ways in and through said mines for the transportation and drainage of said coal and of coal and supplies to and from other lands. FOR PRIOR TITLE see patent to Hugh Crawford Patent Book "P" Vol. 6 page 441; deed of Hugh Crawford to Hugh Graham dated September 21, 1812, recorded in Deed Book "D" page 479; devise of Hugh Graham to Jacob B. Graham Will Book No. 5 page 210; devise by Jacob B. Graham to Caroline G. Graham Will Book 13 page 229; deed of Caroline G. Graham to Francis Rocks dated April 9, 1907 recorded in Deed Book 274 page 8; and deed of Francis Rocks to George Baton and Francis Armstrong dated June 22, 1907, recorded in Deed Book 283 page 115 conveying one-half interest therein, and deed of reconveyance for same from said Baton and Armstrong to Francis Rocks dated March 9, 1909, and recorded in Deed Book 291 page 29. XXIII. ELIZABETH J. JEFFRIES TRACT 9.5506 A. Coal. ALL of the nine foot vein of coal underlying that part of the tract of 105 acres of land which lies Northeast of the National Pike along the lines of the Graham and Harford tracts in said Menallen Township, BEGINNING at a walnut stump corner of said Harford and Graham tracts; thence by Graham South forty-five degrees and forty-three minutes East, seven hundred and fifty-nine and eight hundredths feet to point where the outcrop of the Jeffries coal has eight feet of covering; thence along the outcrop line but in the rear thereof so as to give and eight foot covering over said vein of coal the following courses and distances on the Jeffries tract; South twenty-three degrees and forty-nine minutes West, eighty-eight and sixty-eight hundredths feet; South two degrees twelve minutes East, one hundred and seventy-six and five-tenths feet; South forty-one degrees forty minutes West, two hundred and two and eighty-two hundredths feet; South thirty-six degrees twenty-four minutes West, ninety-eight and ninety-eight hundredths feet; South fifteen degrees twenty-seven minutes West, sixty-six and five-tenths feet; South seventy-two degrees forty-two minutes West, one hundred and eleven and five-

tenths feet; North eighty-three degrees forty-eight minutes West, sixty-four and three tenths feet; and North forty-eight degrees twenty-three minutes West sixty-six and one-tenth feet; and North twenty-two degrees fifty-five minutes West, fifty-seven and two-tenths feet; North sixteen degrees twenty-five minutes East, fifty-eight and four-tenths feet; North twenty-five degrees ten minutes West, eighty-three and five-tenths feet; North twenty degrees seventy-four minutes West, fifty-six and thirty-seven hundredths feet passing the pit mouth; and North thirty-one degrees and fifty-seven minutes West, two hundred and fifty-eight and four-tenths feet; North nineteen degrees nineteen minutes West, seventy-two and seventy-three hundredths feet ^{degrees and thirty} and North thirty-four minutes East, seventy-four and one-tenth feet; and North thirty degrees and twenty-four minutes East, fifty-five and five-tenths feet; and North twenty-nine degrees and thirty-two minutes West, forty-eight and fourteen hundredths feet; and North sixty-one degrees and thirty-two minutes West, one hundred and fifteen and eighteen hundredths feet to line of said Harford; thence by Harford North thirty-one degrees and twelve minutes East, three hundred and ninety-eight and eighty-four hundredths feet to the place of beginning, CONTAINING ten and six hundred and seventy-five thousandths (10.675) acres. Out of which, however, there has been mined 1.1244 acres; leaving a net area unmined and hereby conveyed of nine and fifty-five hundred and six ten thousandths (9.5506) acres. TOGETHER WITH the right to mine and remove all of said coal without being required to leave support or to provide substitution therefor for the overlying strata or surface, and without being liable for any injury to the said overlying lands or to springs or water courses or anything therein or thereon by reason of mining the said coal or coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of the said second party, its successors or assigns wherever located; and together with all surface privileges that the said party of the second part, its successors or assigns may deem necessary to pump, drain or ventilate this and other coal; and with the right to make and maintain tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal, minerals and supplies to and from other lands. FOR PRIOR TITLE see deed of Elizabeth J. Jeffries to Francis Rocks dated September 22, 1906 and deed of Francis Rocks to George S. Baton and Francis Armstrong dated June 22, 1907, recorded in Deed Book 283 page 115, conveying the one-half interest therein, and deed of reconveyance for the same from said Baton and Armstrong to Francis Rocks dated March 9, 1909 and recorded in Deed Book 291 page 259. XXIV. LUKE P. PATTERSON TRACT 4.A. Coal. ALL that Pittsburgh or river vein of coal within and underlying all that certain tract of land situate in said Menallen township, BEGINNING at an iron pin corner of lands of Samuel Woodward and John S. Langley in the National Pike; thence by land of Samuel Woodward North thirty-nine degrees and twenty minutes East, one hundred and eighty-eight and three-tenths perches to a stone in line of lands of Taylor and Bowman; thence by same South fifty-five degrees and ten minutes East, ten and nine-tenths perches to a post; thence South seventy-one degrees and thirty-five minutes East, forty-three and ninety-one hundredths perches to a white oak; thence by land of J. R. Osborn South sixty degrees and fifteen minutes East, sixty-nine and seven-tenths perches to a stone pile on line of land of Caroline G. Graham; thence by same South fifty-four degrees and twenty-three minutes West, one hundred and eighty-seven and seventy-two hundredths perches to post; thence by other

land of Francis Rocks South twenty-nine degrees and fifteen minutes West, forty-six and six-tenths perches to an iron pin in the National Pike; and by same North forty-two degrees and fifty-three minutes West, eighty and ninety-seven hundredths perches to an iron pin the place of beginning, CONTAINING one hundred and sixteen (116) acres more or less. EXCEPTING AND RESERVING thereout and therefrom all the coal, mining rights and privileges as heretofore sold and conveyed by Luke P. Patterson and wife to Frank J. Hearne by deed dated February 3, 1898, and recorded in Deed Book 161 page 1, and also EXCEPTING AND RESERVING thereout and therefrom one-half acre of coal under the stone house now on said property. The net area of coal hereby conveyed is about four (4) acres. TOGETHER WITH the right to mine and remove all of said coal (except the reservations above stated) without being required to provide or leave support for the overlying strata or surface, and without being liable for any injuries to said surface or to springs or water-courses or anything therein or thereon by reason of mining or manufacturing into coke this or other coal at works of the said party of the second part, its successors and assigns wherever located, and together with all privileges necessary to pump, drain or ventilate this and other coal; and with the right to make and maintain tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal, minerals and supplies to and from other lands. FOR PRIOR TITLE see deed of Luke P. Patterson and wife to Francis Rocks dated June 18, 1907, and recorded in Deed Book 274 page 468. And deed of Francis Rocks to George S. Baton and Francis Armstrong dated June 22, 1907, recorded in Deed Book 283 page 115, conveying one-half interest therein and deed of re-conveyance by said Baton and Armstrong to Francis Rocks dated March 9, 1909, recorded in Deed Book 291 page 259.

XXV. B. B. WILLIAMS RIGHT OF WAY .553 A. Land. All that certain right of way for the construction and maintenance of a railway over the surface of a certain tract of land situate in said Menallen township, BEGINNING at a point in line of lands of Connellsville Central Coke Company; thence North thirty-nine degrees and twenty-five minutes West, seventy-seven and three-tenths feet to a point; thence South eighty-four degrees and forty-six minutes East, one hundred and ninety-eight and two hundredths feet to a point; thence South eighty-one degrees and twenty-five minutes East, one hundred feet to a point; thence South eighty-five degrees and twenty-five minutes East, one hundred and twenty-one hundredths feet to a point; thence South eighty-two degrees and thirty-seven minutes East, fifty-four and seventy-nine hundredths feet to a point in line of land of H. C. Frick Coke Co.; thence by same South thirty-four degrees and fifty-one minutes East, eighty and twenty-seven hundredths feet to a point; thence North eighty-one degrees and twenty-five minutes West, three hundred and eleven and fifteen hundredths feet to a point; thence North eighty-six degrees and fifty-one minutes West, one hundred and thirty-nine and eight-tenths feet to the place of beginning, CONTAINING five hundred and fifty-three thousandths (.553) of an acre. IT IS UNDERSTOOD AND AGREED that when said right of way ceases to be used for the purposes herein designated that said right of way shall revert to the grantors named in a certain deed dated March 18, 1908, recorded in the Recorder's Office of Fayette County in Deed Book 284 page 81 from B. B. Williams et al. to Francis Rocks et al., or to their heirs and assigns, with the right and privilege to the party of the second part, its successors and assigns to remove rails and ties. FOR PRIOR TITLE see deed of B. B. Williams et al. to Francis Rocks, George S. Baton and Francis Armstrong dated March 18, 1908, recorded in Deed Book 284 page 81, and deed of said Baton and Armstrong to Francis Rocks dated March 9,

1909, recorded in Deed Book 291 page 259. XXVI. RETTA H. WOOD LOT. 2. A. .112 P. Land All that certain tract of land situate in said Menallen township, BEGINNING at a post in corner of line of lands formerly of the heirs of Amos Wood deceased; thence by same South six and forty-eight hundredths perches to a post; thence by land of Lewis Stewart, of which this is a part, South seventy-eight and a fourth degrees West, fifteen and five-tenths perches to a post; thence by same North twelve and a fourth degrees West, thirty-five and forty-five hundredths perches to a post; thence by same North eighty and one-half degrees East, seven and fifty-seven hundredths perches to a post; in line of land formerly of said Wood heirs; and by same South thirty degrees East, thirty and three-tenths perches to the place of beginning, CONTAINING two (2) acres and one hundred and twelve (112) perches. ALSO the right to the said party of the second part its successors and assigns to use in common with said Lewis Stewart and Mary A. Stewart his wife, their heirs and assigns, a certain private road one rod in width as the same is now located leading from a coal bank on land of Lewis Stewart over land hereby conveyed to the public road; and whereas the said private road one rod wide is located over the land hereby conveyed, by the Eastern boundary thereof, and along line of land of Amos Wood's heirs, therefore the parties of the first part hereby expressly reserve for the benefit of Lewis Stewart, his heirs and assigns, the right to use said private road across this land in common with the party of the second part. Said land hereby conveyed and also said private road are as shown by a plot attached to the deed of Lewis Stewart and wife to Retta H. Wood hereinafter recited. And said parties of the first part also grant and convey to the party of the second part, the right to use in common with Lewis Stewart his heirs and assigns, the spring on the land of Lewis Stewart near the Western line of the land hereby conveyed, and near an old log house. FOR PRIOR TITLE see deed of Lewis Stewart and Mary A. Stewart his wife to Retta H. Wood dated September 28, 1897, and recorded in Deed Book 165 page 1, and deed of Retta H. Wood and John D. Wood her husband to Francis Rocks, dated October 5, 1909 and recorded in Deed Book 294 page 234. (X) XXVII. JOHN S. LANGLEY TRACT NO. 1-63 A. 1:1 F. land. All that certain tract of land situate in said Menallen township, BEGINNING at a stone corner of Lacey Hibbs and John L. Dearth heirs; thence by said Dearth land South twenty-seven degrees and fifty-four minutes East, sixty-two and four-tenths perches; thence by same and land formerly of Lewis Stewart now Francis Rocks South twenty-nine degrees and thirty-one minutes East, eighty-two and forty-four hundredths perches to a point in the center of the public road; thence along said public road North seventy-two degrees and fifty minutes East, fifty five and thirty-six hundredths perches to a post in the National road; thence along said public road North twenty-two degrees and forty-four minutes East, thirty -three and nineteen hundredths perches to a point in the National road; thence along said National road North forty-two degrees and forty-six minutes West, one hundred and fifty-four and nine-tenths perches to corner of church lot; thence by said church lot South twenty-eight degrees and twenty-nine minutes West, fourteen and six-tenths perches; thence North sixty-one degrees and eight minutes West, ten and four-tenths perches to a corner of church lot in line of Lacy Hibbs; thence by said Hibbs land South twenty-eight degrees and seven minutes West, twenty-nine and thirty-five hundredths perches to the place of beginning, CONTAINING sixty-three acres (63A.) and one (1) perch. EXCEPTING AND RESERVING, however, therout and therefrom all

the nine foot vein of coal in and underlying the following described part of said tract: BEGINNING at a stone corner of Lacy Hibbs and John I. Dearth; and by Dearth S. 27° 54' East, 62.4 perches; and by Dearth and Stewart South 29° 31' East, 76.56 perches; thence by outcrop of said coal North 29° 25' East, 7.47 perches; North 3° 5' East, 38.8 perches; North 12° 18' East, 11.8 perches; North 73° East, 18.48 perches; South 15° 25' West, 12.51 perches; South 45° 26' East, 19.05 perches; South 24° 41' East, 10.57 perches; South 29° 19' East, 14.04 perches; South 65° 36' East, 6.76 perches; North 59° 24' East 3.63 perches to a stake in the road in line of lands of Amos Wood's heirs; thence in said road and by Wood's heirs North 22° 44' East, 29.63 perches to a stake in the National road; thence in said road and by land of Luke P. Patterson and Samuel Woodward North 42° 46' West, 154.9 perches; thence by church lot S. 28° 29' West 14.6 perches; North 61° 28' West, 10.4 perches to line of Lacy Hibbs; thence by Hibbs South 28° 7' West 29.35 perches to the place of beginning, CONTAINING 51 acres and 17 perches, as described in deed of William Hankins et al to Frank J. Hearne, recorded in Deed Book 158 page 58. . . TOGETHER WITH the right to mine and remove all of the said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the overlying land or to springs or water-courses or anything therein or thereon by reason of mining said coal, or coal or minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of the parties hereinbefore named, to whom said coal and mining rights were conveyed, their heirs and assigns wherever located; and together with all privileges necessary to pump, drain or ventilate this and other coal, and with the right to make and maintain tracks, roads and ways in and through said mines forever for the transportation of said coal and minerals and of coal and minerals and supplies to and from other lands. With the right to purchase at any time in five years from the 5th day of February 1898 not more than 80 acres of said land (surface) on the East side of the tract adjacent to the New Salem road and to the lands of Lewis Stewart, by paying \$100.00 per acre at the taking thereof when the deed in fee simple clear of encumbrances shall be made. . . FOR PRIOR TITLE see deed of Harrison Vail and Amzi Vail to John S. Langley dated February 22, 1910 recorded in Deed Book 296 page 164, and deed of John S. Langley to Francis Rocks dated February 26, 1910, recorded in Deed Book 297 page 155. ^{CP} XVIII. JOHN S. LANGLEY TRACT NO. 2. 82.013 A. land. ALL that certain tract of land situate in said Menallen township, BEGINNING at a corner of said land with land of John Work North sixty-eight degrees and four minutes East, twelve hundred and sixty-four and nine-tenths feet to corner of John I. Dearth heirs; South fourteen degrees and thirty-two minutes East, ten hundred and seventy-nine and three hundredths feet; South thirty-five degrees and fifty-seven minutes East, twelve hundred and sixty-five and five-tenths feet; South twenty-six degrees and thirty-two minutes East, twenty-five hundred and thirty-two and thirty-two hundredths feet to corner of Caroline G. Graham; South fifty-one degrees and fifteen minutes West, six hundred and thirty-three and five-tenths feet to Elizabeth Williams; thence by William and Leonard Sepper's land North thirty-three degrees and forty minutes West, thirty-five hundred and thirty and ninety-nine hundredths feet; North fifty-seven degrees and thirty-six minutes East, ninety-nine feet; North thirty-two degrees and thirty-four minutes West, four hundred and twenty-four and seven-tenths feet; South fifty-seven degrees and thirty-six minutes West, ninety-nine feet; North thirty-three degrees and forty-eight minutes West, eleven hundred and forty-one and one-tenth feet to the beginning, CONTAINING ninety-nine and eight hundred and eighty-one thousandths (99.881) acres

of land. EXCEPTING therefrom 11.568 acres heretofore conveyed to Frank J. Hearne described as follows: BEGINNING at a corner with Elizabeth Williams South 33° 40' East, 351.44 feet; South 66° 36' East, 220.05 feet; South 56° 57' East, 280.4 feet; North 75° 53' East, 110.1 feet; North 45° 48' West, 173.3 feet; North 32° 5' East, 271.75 feet; North 58° 35' East, 331.74 feet to John I. Dearth heirs; North 26° 32' West 506.32 feet; South 67° 24' West, 137.32 feet; South 51° 54' West 223.4 feet; South 47° 1' West 39.1 feet; South 63° 20' West 100 feet; South 62° 46' West 340 feet; and South 61° 58' West, 106.67 feet to the beginning, EXCEPTING AND RESERVING also all the coal commonly known as the nine foot vein of coal underlying those two parts of said tract, described as follows: No. 1 BEGINNING at a corner with John Work North 68° 4' East, 1264.9 feet; South 14° 32' East, 1079.03 feet; South 35° 57' East, 1265.5 feet; South 26° 32' East, 63 feet; South 67° 24' West, 137.32 feet; South 51° 54' West 223.4 feet; South 47° 1' West, 39.1 feet; South 63° 20' West, 100 feet; South 62° 46' West, 340 feet; South 61° 58' West, 106.67 feet; North 33° 40' West 89.73 feet; North 56° 20' East, 160.41 feet; North 33° 40' West 89.73 feet; North 56° 20' East, 160.41 feet; North 33° 40' West, 549.4 feet; South 56° 20' West, 160.41 feet; North 33° 40' West, 323.53 feet; North 57° 36' East, 99 feet; North 32° 34' West, 424.7 feet; South 57° 36' West, 99 feet; North 33° 48' West, 1141.1 feet to the beginning, CONTAINING 52.73 acres. No. 2. BEGINNING at a corner with Graham South 51° 15' West 633.6 feet; North 33° 40' West, 2216.89 feet; South 66° 36' East, 220.05 feet; South 56° 57' East, 35 feet; South 33° East 100 feet; South 57° East 80 feet; North 33° West 100 feet; South 56° 57' East 165.4 feet; North 75° 53' East 111.1 feet; North 45° 48' West 173.3 feet; North 32° 5' East 271.75 feet; North 58° 35' East 331.74 feet; and South 26° 32' East, 1963 feet to the place of beginning, CONTAINING 33.4 acres. TOGETHER WITH the right to mine and remove all and every part of the same without being required to provide for the support of the overlying strata or surface, and without being liable for any injury to the same or to anything therein or thereon by reason thereof, and with all reasonable privileges for ventilating, pumping and draining the mines, and the right to keep and maintain roads and ways in and through said mines forever for the transportation of the said coal &c. and of coal, minerals and other things from and to other land. EXCEPTING also 6.3 acres of surface of said land conveyed to H. C. Frick Coke Company by deed of John S. Langley and wife dated April 1, 1907, recorded in Deed Book 269 page 208; and EXCEPTING also .184 of an acre of coal with mining rights as described in the second description in the deed of John S. Langley and wife to H. C. Frick Coke Company dated April 1, 1907, and recorded in Deed Book 275 page 7. The first parties convey to the second party, its successors and assigns at all times a convenient right of way over said tract of land above-described containing 11.568 acres for farming purposes so as to have access from one part of its land to another. FOR PRIOR TITLE see deed of George Boyle and wife to John S. Langley dated May 21, 1902, recorded in Deed Book 200 page 253, and deed of John S. Langley to Francis Rocks dated February 26, 1910 recorded in Deed Book 297 page 155. XXIX. JOHN S. LANGLEY TRACT NO. 3 48.86 A. Land. All that certain tract of land situate in said Menallen township, BEGINNING AT a large white oak and running thence North fifty-one and one-fourth degrees East, forty-eight perches to a post; thence North three degrees East, eighty perches to a stone; thence North twenty-seven and three-fourth degrees West by line of Amos Wood sixty-one perches to a stone; thence by land of John Dearth's heirs North eighty-two degrees West,

thirty-four perches to a post; thence South twelve degrees West, seven perches to a stone; thence North eighty-one degrees West, four perches to a stone; thence South one degree East, fifty-two perches to a stone; thence South sixty-five degrees West, forty-six and seven-tenths perches to a stone; thence by lands formerly of Jesse Johnson South twenty-seven degrees East, thirty-six perches to a point near a white oak tree; thence north seventy-eight and a half degrees East, twenty-two perches to a white oak; thence South twenty-seven degrees East, twenty-nine perches; thence South twenty-three degrees East, twenty-seven perches to the place of beginning, CONTAINING sixty-four (64) acres more or less. EXCEPTING AND RESERVING, however, thereout and therefrom all that certain portion of the above described tract of land, BEGINNING at a post a corner in line of lands formerly of the heirs of Amos Woon's deceased; and running thence along the same South 6.48 perches to a post; thence by land of which this is a part South 78 1/4° West, 15.5 perches; by same North 12-1/4° West, 35.45 perches; by same North 80 1/2° East, 7.57 perches to Wood tract; and by same South 30° East, 30.3 perches to the place of beginning, CONTAINING 2 acres and 112 perches. EXCEPTING AND RESERVING also the right to use in common with the party of the second part, its successors and assigns a certain private road one rod in width as the same is now located, leading from a coal bank on the first above described tract of land over the second above described tract of land to the public road. EXCEPTING AND RESERVING also another portion of said tract, BEGINNING at a point where the center of a railroad lately located by Frank J. Hearne intersects the Northerly line of the first above described tract of land and running thence Easterly along said Northern line of said tract of land 30 feet; thence parallel with and 30 feet from said center line of said railroad Southerly across said tract of land so as to cross and include part of the second above described tract of land 993 feet more or less to the Southerly boundary line of said tract; thence Westerly along said Southerly line 60 feet; thence parallel with and 30 feet from said center line of said railroad Northerly across the above described tract of land 993 feet more or less to the Northerly line of said tract; thence along said last mentioned line Easterly 30 feet to the place of beginning, CONTAINING 1.37 acres. EXCEPTING AND RESERVING also out and from the tract of land intended to be conveyed hereby all the nine foot vein of coal within and underlying the same, together with the mining rights and privileges appurtenant thereto as conveyed heretofore to Frank J. Hearne by deed dated June 28, 1898, and recorded in Deed Book 158 page 433. EXCEPTING also 11.07 acres of surface conveyed by John S. Langley to H. C. Frick Coke Company by deed dated Nov. 13, 1906 recorded in Deed Book 263 page 108. EXCEPTING ALSO .667 of an acre of coal with mining rights as conveyed by John S. Langley to H. C. Frick Coke Co. by the first description in deed dated April 1, 1907 and recorded in Deed Book 275 page 7. FOR PRIOR TITLE see deed of Mary Ann Stewart and others to John S. Langley, dated April 6, 1906, recorded in Deed Book 244 page 305 and Deed of John S. Langley and wife to Francis Rocks dated February 26, 1910 and recorded in Deed Book 297 page 155. (D) XXX. JOHN S. LANGLEY TRACT, NO. 4. 9.7 A. Land. All that certain tract of land situate in said Menallen township, BEGINNING at a corner of land of Francis Rocks with the H. C. Frick Coke Co. and Connellsville Central Coke Co.; thence by other land of said Rocks North thirty-degrees and twenty-one minutes West, thirteen hundred and thirty-seven and fifty-six hundredths feet; thence by same North seventy-five degrees and twenty-eight minutes East, three hundred and seventy-two feet; thence by same South twenty-eight degrees and fifty-three minutes East, seven hundred and forty-

seven feet; thence by same South twenty-four degrees and four minutes East, four hundred and thirty-three and eighteenth hundredths feet; thence by land of Connellsville Central Coke Company South forty-eight degrees and fourteen minutes West, two hundred and ninety-seven and twenty-five hundredths feet to the place beginning, CONTAINING nine and seven-tenths (9.7) acres. EXCEPTING AND RESERVING, however, thereout and therefrom all the nine foot vein of coal in and underlying all the above described tract of land, together with the right to mine and remove all of said coal, without being required to leave support or provide substitution therefor for the overlying strata or surface, and without being liable for any injury to the said overlying land or to springs or water-courses or anything therein or thereon by reason of mining of said coal and coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of the said H. C. Frick Coke Company its successors or assigns wherever located and together with all privileges that the said H. C. Frick Coke Company, its successors or assigns may deem necessary to pump, drain or ventilate this and other coal, and with the right to make, maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal, minerals and supplies to and from other lands. FOR PRIOR TITLE see deed of H. C. Frick Coke Co. to John S. Langley dated November 12, 1906 recorded in Deed Book 298 page 28 and deed of John S. Langley to Francis Rocks dated February 26, 1910, recorded in Deed Book 297 page 155. XXXI. JOHN S. LANGLEY TRACT NO. 5.1.37 A. Land. All that parcel or strip of land situate in said Menallen township, BEGINNING at a point where the center line of a proposed railroad lately located Frank J. Hearne intersects the Northerly line of the tract of land herein described as the John S. Langley tract No. 3; thence Easterly along said Northerly line of said tract of land 30 feet; thence parallel with and thirty feet from said center line of said railroad Southerly across said tract known as the Langley tract No. 3, so as to cross and include part of the $\frac{1}{2}$ acres and 112 perches, excepted therefrom and known as the Rette H. Wood tract, nine hundred and ninety-three feet more or less to the Southern boundary line; thence Westwardly sixty feet; thence parallel with and thirty feet from said center line of said proposed railway Northerly across said Langley tract No. 3 nine hundred and ninety-three feet more or less to the Northerly line; thence Easterly thirty feet to the place of beginning, CONTAINING one and thirty-seven hundredths (1.37) acres. TOGETHER WITH the right to drain the mine water from the open coal bank over lands of the H. C. Frick Coke Company into a small stream thereon as shown on blue print of November 1, 1906. FOR PRIOR TITLE see deed of H. C. FRICK Coke Company to John S. Langley dated November 12, 1906 recorded in Deed Book 298 page 28, and deed of John S. Langley and wife to Francis Rocks dated February 26, 1910 recorded in Deed Book 297 page 155. XXXII. JOHN S. LANGLEY TRACT NO. 6. .846 of an A. Coal. All the nine foot vein of coal in and underlying all that certain tract of land situate in said Menallen township, BEGINNING AT a corner of H. C. Frick Coke Co.; thence by land of Francis Rocks North eighty-five degrees and thirty-five minutes West, four hundred and fifty-one feet; and by Frick Coke Co. North twenty-nine degrees and twenty-six minutes East, fifty-two and six-tenths feet; thence by land of same and land now or formerly of Barnes and Hankins South eighty-five degrees thirty-three minutes East, five hundred and sixty-six and six-tenths feet; thence by land of Barnes and Hankins South three degrees and twenty-one minutes West, sixty-five and fifty-one hundredths

feet; and by same South twenty-nine degrees and thirty-three minutes West, one hundred and twenty-two and six-tenths feet; thence by other land of Rocks North twenty-nine degrees and twenty-three minutes West, one hundred and sixty-five and six-tenths feet to the place of beginning, CONTAINING eight hundred and forty-six thousandths (.846) of an acre. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying strata or surface and without being liable for any injury to the said overlying land or to the springs or water-courses or anything therein or thereon by reason of mining said coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of the said second party, its successors and assigns wherever located, and together with all privileges necessary to pump, drain or ventilate this and other coal; and with the right to make and maintain tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and minerals and of coal, minerals and supplies to and from other lands. FOR PRIOR TITLE see deed of H. C. Frick Coke Co. to John S. Langley dated December 22, 1906, recorded in Deed Book 298 page 7, and deed of John S. Langley and wife to Francis Rocks dated February 26, 1910, recorded in Deed Book 297 page 155. XXXIII. JOHN S. LANGLEY TRACT NO. 7. 12.3 A. Land. ALL that certain tract of land situate in said Menallen township, Beginning at a point in line of land of Francis Rocks; thence by same North twenty-nine degrees and twenty-three minutes West, four hundred and fifty-five feet to a stone; and by same North twenty-seven degrees and fifty-eight minutes West, ten hundred and sixty-five and two-tenths feet to a point corner of land now or formerly of Lacy Hibbs heirs; and by said Hibbs heirs South seventy-three degrees and forty-eight minutes West, four hundred and nine and ninety-four hundredths feet to point; thence by H. C. Frick Coke Co. South twenty-eight degrees and nineteen minutes East eleven hundred and seventy-seven and seventy-five hundredths feet to a point; thence by same South seventy-one degrees and thirty-three minutes East, five hundred and eighty-eight feet to the place of beginning, CONTAINING twelve and three-tenths (12.3) acres. EXCEPTING AND RESERVING, however, therout and therefrom all the coal in and underlying all the above described tract of land, together with the right to mine and remove any or all of said coal without being required to leave support or provide substitution therefor for the overlying strata or surface and without being liable for any injury to the said overlying land, or to springs or water-courses or anything therein or thereon by reason of mining the said coal or coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of the said H. C. FRICK COKE COMPANY its successors or assigns wherever located; and together with all reasonable privileges that the said H. C. Frick Coke Company, its successors or assigns may deem necessary to pump, drain or ventilate this and other coal, and with the right to make and maintain tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal, minerals and supplies to and from other lands. FOR PRIOR TITLE see deed of H. C. FRICK COKE CO. to John S. Langley dated December 28, 1906 recorded in Deed Book 296 page 154; and deed of John S. Langley and wife to Francis Rocks dated February 26, 1910, recorded in Deed Book 297 page 155. SUNSHINE COAL AND COKE COMPANY NO. 6 PLANT XXXIV. E. A. HUMPHRIES TRACT NO. 1 36.95 A. land. All that certain tract or parcel of land situate in Franklin township, Fayette County, Pennsylvania, BEGINNING at a stake in line of lands of Samuel Henshaw and lands of Samuel Carter; thence by the latter North fifty-three degrees and two minutes West, eighty-

seven and two-tenths perches to a stake; thence by the same North fifty-two degrees and thirty-five minutes West, thirty-one perches to a stake; thence by same North nineteen degrees and five minutes West, two and ninety-five hundredths perches to a stake; thence North thirty-eight degrees and thirty-five minutes East, twenty perches to a stake; North twenty-seven degrees and fifteen minutes East, nine and four-tenths perches to a stake; North twenty-two degrees and five minutes East, six and three-tenths perches to a stake; North seventy-one degrees and fifteen minutes East, five and thirty-seven hundredths perches to a stake; North sixty-four degrees East, fifteen and forty-six hundredths to a stone in line of lands of William Allen; thence by Allen and land of H. C. FRICK COKE COMPANY South forty-eight degrees and thirty-seven minutes East, one hundred and seven and nine-tenths perches to stake in line of lands of Samuel Henshaw; thence by said Henshaw South twenty-eight degrees and twenty-five minutes West, forty-six and twenty-eight hundredths perches to the place of beginning, CONTAINING thirty-six and ninety-five hundredths (36.95) acres. EXCEPTING AND RESERVING thereout and therefrom 1.647 acres conveyed to Southwest Pennsylvania Railway Company by deed of William Humbert, dated June 13, 1882, recorded in Deed Book 50 page 342. FOR PRIOR TITLE see deed of Enoch A. Humphries and wife to Francis Rocks, dated October 25, 1909, and recorded in Deed Book 292 page 199. XXXV. E. A. HUMPHRIES TRACT NO. 2. 3.5 A. Land. All that certain tract of land situate in North Union township, Fayette County, Pennsylvania, beginning at a point in the middle of Taylor branch of P. V. & C. R. R. in the middle of public road, and corner of other land of Francis Rocks; thence along said public road South fifty-six degrees and thirty minutes East, thirty-one perches to a point in said road; by same South fifty-seven degrees and thirty minutes East, eighteen perches to the Vances Mill branch of the P. V. & C. R. R.; thence by the curve of the said last named branch railroad North eighty-six degrees and thirty-nine minutes West, fifty-two and fifty-four hundredths perches to a stake; thence North sixty-three degrees West, five and eight-tenths perches to a stake; thence Westerly to the junction of the Vance's Mill branch and the Taylor branch aforesaid; thence Easterly by the curve of the Southern side of the said Taylor branch railroad to the place of beginning, CONTAINING three and five tenths (3.5) acres. FOR PRIOR TITLE see deed of Levi B. Springer to Enoch A. Humphries, dated June 29, 1901 recorded in Deed Book 195 page 134 and deed of Enoch A. Humphries to Francis Rocks dated October 25, 1909 recorded in Deed Book 292 page 199. XXXVI. HUMBERT HEIRS TRACT NO. 1. 1 A. land. All that parcel of land situate in said Franklin township, and being the residue of a tract of land conveyed by Isaac Henderson to William Humbert by deed dated March 31, 1851, Deed Book 6 page 201, containing 38 acres and 4 perches after the conveyance thereout by William S. and John Humbert to Enoch A. Humphries by deed dated June 9, 1890, Deed Book 98 page 386 of the greater part thereof (as well as of a fraction of an acre off the Samuel Henshaw tract) containing in all thirty-six and ninety-five hundredths (36.95) acres, leaving a balance of one acre more or less off the Southern and Western portion of said main tract; less any portion of the right of way of the Southwest Pennsylvania Railway Company which may be included in said boundaries, (known as the Luckey lot). FOR PRIOR TITLE see partition at No. 2 March Court 1884, award to William F. Humbert by deed of October 21, 1884 Deed Book 61 page 155 and William B. Humbert died seized of one-half June 9, 1903 leaving a widow, Sarah J. and two children, W. Arthur and Esther J. Humbert;

and deed of John Humbert et al. to Francis Rocks dated Jan. 31, 1910, recorded in Deed Book 306 page 227. XXXVII. HUMBERT HEIRS TRACT NO. 2. 126 A. 49.6 P. Land. All that certain tract of land situate in said Franklin township, known as the Home tract, BEGINNING at corner of lands now or formerly of Mrs. Dean and William Allen; thence by the former South thirty-eight degrees and thirty minutes West, one hundred and sixty and six-tenths perches to corner; thence by lands now or formerly of Oliver Gaddis South fifty-two degrees East, one hundred and eight-tenths perches to corner; thence by lands now or formerly of Thomas Vance North thirty-eight degrees and thirty minutes East, eighty-eight perches to corner; South fifty-two degrees and thirty minutes East, one hundred and one perches to corner in line of other land of Francis Rocks; thence by land now or formerly of William Allen North two degrees and forty minutes West, fifty-five and two-tenths perches to stone; North fifty-five degrees and fifty-two minutes West, seventy-one and two tenths perches to stones; and North twenty-nine degrees East, forty-six and four-tenths perches to stones; and North forty-nine degrees West, thirty-nine and two tenths perches to stones; and North sixty-eight degrees and forty-five minutes West, fifty and six-tenths perches to the place of beginning, CONTAINING one hundred and twenty-six (126) acres and forty-nine and six-tenths (49.6) perches; less any amount thereof included in right of way conveyed by Humbert to Southwest Pennsylvania Railroad Company. FOR PRIOR TITLE see award to John Humbert in partition at No. 2 March Court 1884 and deed by him for one-half thereof to William S. Humbert, dated October 21, 1884, recorded in Deed Book 61 page 157; and William S. Humbert died intestate June 9, 1905 and left surviving a widow Sarah J., and two children W. Arthur and Esther J. Humbert; deed of W. Arthur Humbert to Sarah J. Humbert, dated October 9, 1906, recorded in Deed Book 263 page 22, and deed of John Humbert, Sarah J. Humbert, W. Arthur Humbert and Esther J. Humbert to Francis Rocks dated January 31, 1910 recorded in Deed Book 306 page 227. XXXVIII. HUMBERT HEIRS TRACT NO. 3. 1 A. Land. All that parcel of land situate in said Franklin township, BEGINNING at a stone in the road leading from Vance's Mill to the Clay pike a corner of lands of William and Jacob Allen; thence by Allen land twenty-seven and eight-tenths perches to a sugar tree; thence along land formerly of Z. Dean six perches to a post; and by same twenty-one and a half perches to a post in the road aforesaid in line of land of William Humbert; thence along Humbert's land seven perches to the place of beginning, CONTAINING one (1) acre more or less. FOR PRIOR TITLE see deed of Josiah Mitchel and wife to William S. Humbert, dated April 2, 1880, and recorded in Deed Book 39 page 274; death of said Humbert intestate as above recited at XXXVII, and deed of W. Arthur Humbert, Sarah J. Humbert and Esther J. Humbert to Francis Rocks dated January 31, 1910 and recorded in Deed Book 306 page 226. XXXIX. HUMBERT HEIRS TRACT NO. 4. 4A. 36P Land. All that certain parcel of land situate in said Franklin township being the residue of the Modisette lot, BEGINNING at a corner of other land of Francis Rocks; thence North fifty-two and a fourth degrees East, sixteen and one-tenth perches; North sixty-eight and a half degrees East, fifteen and five-tenths perches; North fifty-seven and three-fourth degrees East, seventeen perches; South fifty-one and a fourth degrees East, ten and two-tenths perches; South thirty-six and three-fourths degrees West, fourteen and five-tenths perches; South sixty-seven and three-fourth degrees West, eight and three-tenths perches South fifty-four degrees West, twenty-five and five-tenths perches; thence by land herein conveyed formerly of Humphries to the place of beginning, CONTAINING four (4) acres and thirty-six (36) perches; less any portion thereof conveyed

by Humberts to the Southwest Pennsylvania Railroad Company.. FOR PRIOR TITLE see deed of Robert M. Modisette to William S. Humbert, dated July 27, 1878, Deed Book 37 page 141; and Humbert conveyed to Humphries 3 acres thereof by deed dated May 19 1905, Deed Book 242 page 133, and died intestate June 9, 1905, seized of the residue and left him surviving a widow Sarah J. and two children W. Arthur and Esther J. Humbert, who by deed dated January 31, 1910, recorded in Deed Book 306 page 226 conveyed the same to Francis Rocks.

XL. THOMAS W. VANCE TRACT 10.121 A. Land. All that certain tract of land situate in said Franklin township, BEGINNING at an iron pin at forks of township road; and at corner of other lands of Thomas W. Vance and Sunshine Coal and Coke Co.; thence by the latter and along the center line of the road to Bitner North fifty-four degrees and twenty-one minutes East, three hundred and four-tenths feet to iron pin; North sixty-four degrees and fifty-three minutes East, two hundred and seventy-nine and three-tenths feet to iron pin; North sixty degrees and fifty-six minutes East, two hundred and twenty-six and three-tenths feet to a point in the middle of the creek; thence North forty-eight degrees and twelve minutes West, six hundred and ninety-nine and eight-tenths feet to corner of land of second party and Thomas Vance heirs; thence South forty-five degrees West, seven hundred and forty-three and fifteen hundredths feet to an iron pin corner of other land of Thomas W. Vance; thence by same South forty-five degrees and thirty-five minutes East, four hundred and ninety-three and five-tenths feet to the place of beginning, CONTAINING ten and one hundred and twenty-one thousandths (10.121) acres.

EXCEPTING AND RESERVING, however, thereout and therefrom all the nine foot vein or seam of bituminous coal commonly known as Connellsville Baking Coal, from and under a small portion of the above described tract of land, together with mining rights as set forth in Deed of Thomas W. Vance et al. to Josiah V. Thompson and Isaac H. Brownfield, dated May 7, 1895, and recorded in Deed Book 139 page 72. — FOR PRIOR TITLE see will of Thomas Vance deceased, Will Book 7 page 82, and deed of Agnes Vance et al. to Thomas W. Vance dated March 19, 1910, recorded in Deed Book 298 page 149, and deed of Thomas W. Vance and wife to Francis Rocks dated March 24, 1910, recorded in Deed Book 300 page 236.

MISCELLANEOUS TRACTS. XLI. JOHN H. SMITH TRACT NO. 1. 54-1/4 A. Land. All that certain tract of land situate in Georges township, Fayette County, Pennsylvania, BEGINNING at a stone; thence by land of Francis Rider South eighty-nine degrees East, thirty-six and eight-tenths perches to a stone; thence north three and a fourth degrees West, eleven and four-tenths perches to a stone; thence South seventy-seven degrees East, sixty-one and one-tenth perches to a stone; thence by land of A. Coffman heirs South fifty-seven and a fourth degrees East, fifty-three and eight-tenths perches to a stone; and by same and Robert Husted north nineteen degrees East, thirty-three and seven-tenths perches to a stone; thence by land of Isaac Woods North fifty-three and a half degrees West, one hundred and four and five-tenths perches to a persimmon tree; thence North thirty-four and a half degrees East, eighteen and three-tenths perches to a stone; thence North sixty-six degrees West, thirty-eight perches to a stone; thence by other land of John H. Smith South forty and three-fourth degrees West, eighty-eight perches to a stone; thence South twenty-eight and a fourth degrees East, twenty-eight and nine-tenths perches to the place of beginning, CONTAINING fifty-four and a fourth (54 1/4) acres strict measure — TOGETHER WITH the right of way from said premises to the Uniontown and Geneva road, as now located and as described in deed of John R. Hoard

to John H. Smith dated March 23, 1907, and recorded in Deed Book 295 page 192. EXCEPTING AND RESERVING out of the operation of this deed, and not hereby selling or conveying, all the coal known as the large seam or nine foot vein of coal in and underlying this piece of land and the mining rights and privileges according to deed dated March 13, 1901, from James Breakiron and wife to John R. Hoard recorded in Deed Book 190 page 127. ALSO EXCEPTING AND RESERVING all the Freeport vein of coal and the mining rights and privileges as set forth in said deed of James Breakiron to John R. Hoard, recorded in Deed Book 190 page 127. FOR PRIOR TITLE see deed of John R. Hoard to John H. Smith dated March 23, 1907, recorded in Deed Book 295 page 192, and deed of John H. Smith and wife to Francis Rocks dated December 3, 1909, recorded in Deed Book 295 page 232. XLII. JOHN H. SMITH LOT NO. 2. .47 of an A. Coal. All that certain vein of coal known as the nine foot vein of coal underlying all that certain lot of land situate in said Georges township, BEGINNING at a stone corner of John H. Smith and Isaac Woods at the Southwest corner of Wood's land; thence by land of Smith and also other coal which was sold by Margaret J. McClelland to Isaac W. Semans et al. by deed dated September 15, 1897, South thirty-two degrees and fifteen minutes West, two hundred and fourteen and five-tenths feet; thence by other land and coal of John H. Smith South fifty-five degrees and thirty minutes East, thirty-three feet to a stake; thence by same land North fifty-eight degrees and forty-five minutes East, two hundred and seventy and one-tenth feet to a stake in the Wood's line; thence by said Isaac Woods land and coal North sixty-seven degrees and fifteen minutes West, one hundred and fifty-five feet to the place of beginning, CONTAINING forty-seven hundredths (.47) of an acre. IT IS ALSO UNDERSTOOD AND AGREED that first parties further grant and convey to second party, its successors and assigns, all the said nine foot vein of coal, if any, that lies between the line above mentioned as running North 58° 45' East, 270.1 feet and the outcrop of said vein of coal, the Southern boundary of this further conveyance being an extension in the same direction to the said outcrop of the line above mentioned as running South 55° 30' East, 33 feet, and the Northern boundary being the premises of Isaac Woods. TOGETHER WITH the right to mine and remove all of said coal and minerals without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land or the structures thereon, or to springs or water-courses therein or thereon by reason of mining and removing said coal and minerals, or by reason of mining and removing coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal or to enter and reach said coal, or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons &c.; and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation of said coal and minerals and of coal, minerals and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. FOR PRIOR TITLE see deed of John First to John H. Smith of record, and deed of John H. Smith and wife to Francis Rocks, dated February 25, 1909, and recorded in Deed Book 288 page 107. XLIII. ISAAC WOODS TRACT NO. 1 2.228 A. Coal. All the nine foot vein of coal commonly known as the Connells-ville vein of coking coal in and underlying all that certain tract of land situate in

said Georges township, BEGINNING at a stone corner to lands of John H. Smith; thence by said Smith's land South sixty-seven degrees and thirty minutes East, nine and six-tenths perches; thence by crop line and through land of Isaac Woods North forty degrees and fifteen minutes East, seven and sixty-four hundredths perches; and by same North nine degrees and fifteen minutes East, ten and three-tenths perches; by same North sixty-three degrees East, fifteen perches; by same South seventeen degrees and thirty minutes East, twenty-two and seven-tenths perches; by same South thirty degrees East, seventeen and five-tenths perches to line of land of said John H. Smith; and by same South sixty-seven degrees and thirty minutes East, two and twenty-four hundredths perches to a stone; thence by land of Isaac Woods North twenty-one degrees and fifteen minutes West forty-four and four-tenths perches; thence South sixty-six degrees thirty minutes West, twenty-two perches; thence North sixty-seven degrees and fifteen minutes West, one and five-tenths perches to stone in line of land of John H. Smith; thence by said Smith's land South thirty-one degrees West, seventeen perches to the place of beginning, CONTAINING two and two hundred and twenty-eight thousandths (2.228) acres. (With mining and other rights as set forth XLV. hereafter).

XLVI. ISAAC WOODS TRACT NO. 2. 3 A.

67 P. Coal. All the nine foot vein of coal commonly known as the Connellville vein of coking coal in and underlying all that certain tract of land situate in said Georges township, BEGINNING at a point in the line of land of James Breakiron; and thence by line of coal heretofore conveyed by Hugh S. Darsie and Mark M. Cochran to Walter S. Mitchell and through land of Isaac Woods North twenty-four degrees East, twenty and four-tenths perches; and by same North forty-five degrees East, eight and five-tenths perches; by same North twenty-two and a half degrees East, twenty-five and two-tenths perches to a red oak; by same North eighteen and three-fourths degrees West, ten and five-tenths perches to a sycamore; and by same South twenty-one and three-fourths degrees West, twenty-two and eight-tenths perches; and by same South forty-three and a half degrees West, thirty-seven and six-tenths perches to line of said Breakiron; thence by said Breakiron's land South fifty-five and five-eighth degrees East, sixteen and five-tenths perches to the place of beginning, CONTAINING three (3) acres and sixty-seven (67) perches. (With mining and other rights as set forth at XLV. hereafter).

XLV. ISAAC WOODS TRACT NO. 3 115 A. 134 p Coal (5ft.) All the upper or five foot vein of coal commonly known as the Sewickley vein within and underlying all that certain tract of land situate in said Georges Township, and embracing within its boundaries the two tracts of Connellville coal above described at numbers XLIII. and XLIV. BEGINNING at a stone corner of land of John H. Smith; thence with Smith and land of Frank J. Hearne and James Breakiron South sixty-five degrees and forty-five minutes East, eighty-eight and two-tenths perches to a stone; thence by Breakiron's South thirty-five degrees West, eighteen and two-tenths perches to a persimmon tree; and by same South fifty-three degrees East, one hundred and four perches to a stone in line of land formerly of Abraham Husted; and by same North nineteen degrees and thirty minutes East, nine and eight-tenths perches to a stone; by same North thirty-four degrees East, seventy-nine perches to a stone; by same North fourteen degrees and thirty minutes East, thirty and six-tenths perches to a stone in line of land late of James Lewis deceased; thence by same and land of J. B. Leach North fifty-eight degrees and thirty minutes West, one hundred and fifty-one and six-tenths perches to a stone in the center of public road

leading from High House to New Geneva; thence in said road and with lands now or formerly of William Coldren South forty-four degrees and thirty minutes West, eight and six-tenths perches; thence by same and land of John H. Smith South sixty-two degrees East, thirty and seven-tenths perches to a stone; and by same South seventy-one degrees West, nineteen and six-tenths perches to a stone; and by same South sixty-four degrees and thirty minutes West, eighteen perches to a stone; by same South forty-two degrees and fifteen minutes West, twenty-one and three-tenths perches to a stone in center of road; thence leaving said road and still by said Smith's land South sixty-five degrees East, thirteen and five-tenths perches to a stone; thence with same South thirty-two degrees and thirty minutes West, seventeen perches to the place of beginning, CONTAINING one hundred and nineteen (119) acres and one hundred and thirty-four (134) perches. EXCEPTING AND RESERVING three acres of said upper ^{or} five foot vein of coal near to the barn as now located on said land, the boundaries of which are to be hereafter determined, and excepting also all of said coal underlying the frame house now located on said tract of land. TOGETHER WITH the right to mine and remove the entire amount and body of said coal hereinabove described in paragraphs XLIII. XLIV and XLV, *without reservation, substitution or liability for damages and* without being bound to support the surface of land over said coal, and without being liable for any damages which may be done thereto by entering under said land and mining and removing the whole of said coal, and manufacturing the same into cokes; together with all reasonable privileges for ventilating, pumping and draining the mines, and the right to keep and maintain roads and ways in and through said land and mines forever, for the transportation of said coal and of coal, minerals and other things to and from other lands, including the right to construct, operate and maintain a tram-road and wagon road over the surface of said land for the purpose of mining and removing the said coal, to be located so as not to injure any buildings. This conveyance is made subject to the prior conveyance of the portion of the nine foot vein of coal underlying the tract above described, with mining and other rights by Hugh S. Darsie and Mark M. Cochran to Walter S. Mitchell by deed dated April 26, 1890, and recorded in Deed Book 94 page 76. FOR PRIOR TITLE see deed of Jones Ross and wife to Isaac Woods dated November 29, 1907 and recorded in Deed Book 281 page 22, and deed of Isaac Woods and wife to Francis Rocks, dated February 15, 1909 and recorded in Deed Book 290 page 12. XLVI. LEE AND RANDOLPH TRACT. ALL the coal within and underlying all that certain tract of land situate in said Georges Township, BEGINNING at a point in the public road leading from Uniontown to New Geneva in line of land of W. K. Coldren; thence South fifty-eight and a half degrees East, one hundred and twenty-nine and five-tenths perches by land of Isaac Woods to a stone; thence by High House Coal and Coke Co. North three-degrees West eighty-eight perches to a stone; by same North forty-nine and a half-degrees East, thirty-six and five-tenths perches to a stone in line of land of A. B. Lawrence; and by Lawrence North fifty-eight and a half degrees West, nine hundred and thirty-six and fifteen hundredths feet to corner of land of D. K. Herring; and by Herring South twenty-seven and three-fourth degrees West, two hundred and fifty-nine and eight-tenths feet to a corner; and by same North fifty-eight degrees West, three hundred and forty-one and two-tenths feet to a point in the Southern boundary line of the C. P. Church land; and by same and land of J. B. Woodfill South thirty-four degrees West, one hundred and forty-six and seventy-three hundredths feet to a stone corner of Woodfill; and by same North fifty-five and a half degrees West, six and twelve hundredths perches to a stone in the public road aforesaid; and by said road South thirty-two and three-fourth

degrees West, fifty-eight and fifty-eight hundredths perches to a stone at the angle in said road; thence by the same South forty-one and three-fourths degrees West, twenty-four and seven-tenths perches to the place of beginning, CONTAINING fifty-nine (59) acres more or less. EXCEPTING AND RESERVING therefrom all the coal known as the nine foot vein or Connellsville seam of coking coal, save one-half an acre, with mining and other rights, as set forth in deed of A. C. Lee and J. N. Randolph to Francis Rocks dated September 7, 1909 and recorded in Deed Book 296 page 23. — TOGETHER WITH the right to mine, extract and remove the whole of said coal without being required to provide for the support of the overlying strata or surface, and without being liable for any injury or damage to the same by reason of the mining and removing of said coal, and with all reasonable privileges for ventilating, pumping and draining the mines, and with the right to make and maintain roads and ways in and through said mines and over said land forever, for the transportation and drainage of said coal, and of coal and other things from and to other lands, and generally freed, clear and discharged of any servitude whatever to said overlying land and anything therein or thereon. The intention of this deed being to convey one-half acre of Connellsville coal reserved under the buildings on said land, and also all other veins of coal therein. — FOR PRIOR TITLE see deed of L. B. Leech and wife to A. C. Lee and J. N. Randolph, dated May 19, 1908 recorded in Deed Book 284 page 80; and deed of A. C. Lee and J. N. Randolph and wives to Francis Rocks dated September 7, 1909, recorded in Deed Book 296 page 23. — XLVII.

GEORGE W. NICHOLSON LAT. — 7745 of an A. Coal — All the nine foot vein of coal known as the Connellsville vein in and under all that certain lot of land, situate in German and Georges townships, BEGINNING at a stake in road, corner of lands of J. S. David, R. S. Rector and J. M. Deffenbaugh; thence along road North fifty-nine degrees twenty-six minutes West, two hundred and fifty-six and five-tenths feet to post corner of lands of J. S. David and others; thence North fifty-three degrees and thirty-three minutes East, two hundred and eighty-five and seven-tenths feet to post at side of the road, corner of land of J. M. Deffenbaugh; thence along same South ten minutes West, three hundred and two-tenths feet to the place of beginning, CONTAINING seven thousand seven hundred and forty-five ten thousandths (.7745) of an acre. — TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land or to the structures thereon or to springs or water-courses therein or thereon, by reason of mining and removing said coal or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal, or to remove said coal or to enter and reach said coal with supplies, men, teams, animals, wagons &c. and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. — FOR PRIOR TITLE see deed of George W. Nicholson and wife to Francis Rocks, dated August 25, 1910. — XLVIII.

DAVID M. JOHNSON TRACT, 6.627 A. Coal — All the nine foot vein of coal known as the Connellsville

vein of coking coal underlying all that certain tract of land situate in Nicholson township, Fayette County, Pennsylvania, BEGINNING at a point on line of land of Ludwie Oravets; thence by land of D. M. Johnson following a six foot crop line South fifty-nine degrees and forty-five minutes East, two hundred and forty-three and six-tenths feet to stake; thence South thirty-two degrees and six minutes East, one hundred and thirty-six and three-tenths feet to a stake; thence South ten degrees and ten minutes West, one hundred and forty-four and five tenths feet to a stake; thence South seventeen degrees and thirty-four minutes West, one hundred and fifty-three and six-tenths feet to a stake; thence South thirty-one degrees and twenty-six minutes East, two hundred and fourteen and five-tenths feet to a stake; thence South fifty-seven degrees and sixteen minutes East, one hundred and fifty-three and five tenths feet to a stake; thence South seventy degrees and thirty-one minutes East, one hundred and twenty-six and four-tenths feet to a stake; thence South fifty-six degrees and fifty minutes East, one hundred and twenty-five and nine-tenths feet to a stake; thence South sixty-three degrees and thirty-six minutes East, five hundred and seventeen and one-tenth feet to a stake; thence South thirty-one Degrees and four minutes East, one hundred and sixty-nine and five-tenths feet to a stake; thence south thirty-three degrees and fourteen minutes West, ninety and two-tenths feet to a stake; thence South sixty degrees and three minutes West, sixty-eight and two-tenths feet to a post corner on line of A. P. Dixon; thence by Dixon North fifty-three degrees and fifty-two minutes West, three hundred and seventy nine and two-tenths feet to a stone; and by same North fifty degrees and thirty-two minutes West, nine hundred and seventy-eight feet to a post corner of lands of said Dixon and Oravets; thence North forty-nine degrees and fifty-five minutes West, one hundred and nine and one-tenth feet to red oak, corner of L. Oravets land; and by same North three degrees and eight minutes East four hundred and seventy-three and eight-tenths feet to the place of beginning, CONTAINING six and six hundred and twenty-seven thousandths (6.6270 acres. ALSO ALL of said vein of coal adjoining the crop line above described and lying outside of said six foot crop line on land of D. M. Johnson. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water-courses therein or thereon by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal or to remove said coal, or to enter and reach said coal with supplies, men, teams animals, wagons, &c., and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. ALSO a right of way across land of David M. Johnson to the nearest point of the J. S. David coal along line of the Clark land, the grantee its successors or assigns, to pay for the same at the rate of \$50.00 per year from the time same is first used until finally abandoned, the same to be 15 feet in width. FOR PRIOR TITLE see deed of Johnson heirs to David M. Johnson, recorded in Deed Book 140 page 359, and deed of David M. Johnson and wife to Francis Rocks, dated November 1, 1909 and recorded in Deed Book 292 page 292. XLIX.

MINOR S. SANGSTON TRACT NO. 1 139 Per. Coal. ALL the nine foot vein of coal commonly known as the Connellsville Coking Coal within and underlying all that certain tract of land situate in said Nicholson township, BEGINNING at a point on line of land of John R. Berkshire and corner of coal heretofore conveyed by Minor S. Sangston to Connellsville Coke Company; thence by a line of Connellsville Coke Company's coal and over land of Gravets South forty five degrees and forty minutes East, twenty-six and eighty-five hundredths perches; by same South thirty-five degrees and forty minutes East, eighteen perches; and by same South fifty-nine degrees and forty minutes East, fifteen and eighty-eight hundredths perches to a point in line of land of A. P. Dickson; thence by said Dickson's line South twenty-two degrees West, one and ninety-seven hundredths perches; thence returning over land of Gravets North fifty-nine degrees and fifty minutes West, sixteen and eighteen hundredths perches; North thirty-seven degrees and thirty minutes West, seventeen and ninety-four hundredths perches; North forty-four degrees and ten minutes West, twenty-six and eighty-five hundredths perches to line of land of said Berkshire; thence by said Berkshire's land North forty-four degrees East, one and ninety-seven hundredths perches to the place of beginning, CONTAINING one hundred and thirty-nine (139) perches. TOGETHER WITH the right to mine, extract and remove all and any part of said nine foot vein of coal without liability for ~~protection of the overlying strata or surface, and without liability for~~ ^{SUPPORT} damages for injuries to the same, or to the water, or to anything therein or thereon; together with the free and uninterrupted right of way into, under, through, to and over said land necessary to mine, extract and transport said coal and to ventilate and drain the mines of said coal. The above mentioned and described mining rights and privileges and right of ways are intended to apply to and include the whole of the tract of land of 50 acres more or less conveyed to George M. Coldren by Thomas J. Johns and wife by deed dated July 28, 1899 recorded in Deed Book 171 page 3. FOR PRIOR TITLE see deed of Thomas J. John and wife dated January 27, 1900 recorded in Deed Book 171 page 206, and conveyance of S A. and 130 P. by Sangston to Connellsville Coke Co. by deed dated January 29, 1900, recorded in Deed Book 174 page 341. And the above described tract is the residue and was conveyed by Minor S. Sangston to Francis Rocks by deed dated December 3, 1909 and recorded in Deed Book 292 page 320. L. MINOR S. SANGSTON TRACT NO. 2

4.284 A. Coal. All the nine foot vein of coal commonly known as the Connellsville coking coal within and underlying all that certain tract of land situate in said Nicholson township, BEGINNING AT a post on the side of a public road, corner of lands of Henry Durr and J. V. Thompson; thence by said road and land of Thompson North eighty-five and three-fourth degrees East, forty perches to a post; by same South thirty-eight and a fourth degrees East, thirteen and three-tenths perches to a post; thence by a lane adjoining land of Jacob Bowers North one and one-fourth degrees West, twenty-one and seventy-three hundredths perches to a post in line of land formerly of George M. Coldren now of George M. Durr; thence by line of Durr and Gravets North eighty-two degrees West twenty-six and forty-five hundredths perches to a post; and by same South eighty-nine degrees and fifteen minutes West, thirty-three and five-tenths perches to a post; thence South eleven degrees and forty-five minutes East, twelve and twelve hundredths perches to line of land of George M. Durr formerly Henry Durr; thence by same South fifty-nine degrees East, eleven and thirty-three hundredths perches to the place of beginning, CONTAINING five and seven hundred and eighty-four thousandths (5.784) acres. EXCEPTING

AND RESERVING 1.5 acres of coal conveyed by Minor S. Sangston to Connellsville Coke Company by the fifth description in deed dated January 29, 1900, recorded in Deed Book 174 page 341. The coal hereby conveyed being the forty-seven hundredths (.47) of an acre reserved in said deed and also the coal reserved from tracts one and two in deed of Minor S. Sangston to George M. Durr dated September 4, 1906, and recorded in Deed Book 258 page 233. The land out of which the above described coal is conveyed was conveyed to Minor S. Sangston by deed of George M. Coldren and wife dated August 1, 1899, recorded in Deed Book 171 page 4, and by Josephus Riffle and wife dated May 6, 1905 and recorded in Deed Book 240 page 178, and the coal above described was conveyed by Minor S. Sangston to Francis Rocks by the second paragraph of the deed dated December 3, 1909 recorded in deed book 292 page 320. With mining rights as set forth at LI. hereafter. LI. MINOR S. SANGSTON TRACT NO. 3. 53.55 Per. Coal. All the nine foot vein of coal commonly known as the Connellsville coking coal within and underlying all that certain tract of land situate in said Nicholson township, BEGINNING at a locust post; thence North fifty-nine degrees West, eleven and thirty-three hundredths perches to a post; thence by land of Durr South thirty-seven degrees and thirty minutes West, nine and five-tenths perches to a post in the road from Woodside to Uniontown; thence North eighty-three degrees fifteen minutes East, fifteen and six-tenths perches in road to the place of beginning, CONTAINING fifty-three and fifty-five hundredths (53.55) perches. BEING the coal reserved by Minor S. Sangston under the third tract described in his deed to George M. Durr dated September 4, 1906, and recorded in Deed Book 258 page 233 and conveyed by Minor S. Sangston to Francis Rocks by the third description of deed dated December 3, 1909, recorded in Deed Book 292 page 320; with tracts L. and LI. above described are hereby conveyed the following mining rights: TOGETHER WITH the free and uninterrupted right of way into, over and under said lands at such points and in such manner as may be necessary and proper for ventilating, draining, digging, mining and carrying away all of the said coal, without being liable for any injury to the said overlying land or to the structures thereon, or to the springs or water-courses therein or thereon by reason of mining and removing said coal or by reason of mining and removing coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located and together with such surface privileges reasonably necessary to carry away said coal and adjacent coal and such privileges over said land as may be necessary to pump and drain said coal ^{and} adjacent coal, and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal, and of coal, minerals and supplies to and from other lands. Also the right to mine and remove over the tract described at number L. above said coal along and upon the road as it at present exists, that is, along the line of lands formerly of Josephus Riffle, now Gravets. LII. MINOR S. SANGSTON TRACT NO. 4. 5 A. 154 Per. Coal. All the nine foot vein of coal commonly known as the Connellsville coking coal within and underlying all that certain tract of land situate in said Nicholson township, BEGINNING at a stone corner of lands of J. B. High and Arnie Darrell, formerly Z. B. Springer; thence by said Darrell's land South thirty-nine degrees West, forth-four perches to a stone in the public road; thence by land of John Demaske, formerly James Vincent North eighty-seven and a half degrees East, thirty-one and six-tenths perches to a stone; and by same North fifty-two degrees East.

thirty-one and four-tenths perches to a stone in line of said High's land; and by same North sixty-seven and a half degrees West, nine and two-tenths perches to a stone; and by same North sixty-three and a half degrees West, twenty-two and four-tenths perches to a stone the place of beginning, CONTAINING five (5) acres and one hundred and fifty-four (154) perches. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface and without being liable for any injury to the said overlying land or to the structures thereon or to the springs or water-courses therein or thereon by reason of mining and removing said coal or by reason of mining or removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns, wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal, or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons &c. and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. FOR PRIOR TITLE see deed of Peter A. Johns, Sheriff, to Minor S. Sangston, dated February 3, 1908, recorded in Deed Book 250 page 58, conveying land as the property of Sarah C. Dickson, and deed of Minor S. Sangston to Francis Rocks fourth paragraph, dated December 3, 1909, and recorded in Deed Book 292 page 320. LIII.

✓ MINOR S. SANGSTON TRACT NO. 5. 2.16 A. Coal. All the nine foot vein of coal commonly known as the Connellsville coking coal within and underlying all that certain tract of land situate in said Nicholson township, BEGINNING at a point in the Smithfield and Masontown road; thence by land of John Demaske formerly James Vincent North sixty-eight and a fourth degrees East, thirty-one and two-tenths perches to a chestnut tree; thence by same South forty-three and three-fourth degrees East, eighteen and eight-tenths perches to a stone; thence by land of J. W. Moore and wife South eighteen and three-fourth degrees East, two and two-tenths perches to a stone; by same south sixty-eight and a fourth degrees West, thirty-two and nine-tenths perches to the middle of said road; thence by said road North twenty-six and a half degrees West, four and five-tenths perches; and by same North thirty-eight and a half degrees West, seventeen and three-tenths perches to the place of beginning, CONTAINING four (4) acres. The area of coal hereby conveyed being two and sixteen hundredths (2.16) acres, as per survey of L. D. Woodfill made October 14, 1901, as follows; BEGINNING at a point on the crop line in line of John Demaske's land; thence by same North $65\frac{3}{4}^{\circ}$ East, 13.03 perches to a chestnut; by same South $46\frac{1}{4}^{\circ}$ East, 18.08 perches to a stone; thence by land of J. W. Moore and wife South $21\frac{1}{4}^{\circ}$ East 2.2 perches to a stone; by same South $65\frac{3}{4}^{\circ}$ West 18.5 perches to a point on crop line; thence through said first described tract of 4 acres North $38\frac{1}{4}^{\circ}$ West 6.3 perches; North $23\frac{1}{2}^{\circ}$ West, 13.6 perches to the place of beginning. TOGETHER WITH the free and uninterrupted right of way into, over and under the above described tract of land containing 4 acres at such points and in such manner as may be necessary and proper for ventilating, draining, digging and mining and carrying away all of said coal, without being liable for any injury to said land, or to the structures thereon, or to the springs or water-courses therein or thereon by reason

of mining and removing said coal, or other coal or minerals adjacent thereto, or by reason of manufacturing into coke this or other coal and minerals at works of said second party, its successors or assigns wherever located, and together with such surface privileges necessary to carry away said coal and adjacent coal, and to pump, drain and ventilate said coal and adjacent coal and to make, maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal, and of coal, minerals and supplies to and from other lands. — FOR PRIOR TITLE see deed of Frank Dey and wife to Minor S. Sangston, dated July 25, 1901 and recorded in Deed Book 195 page 183; reservation in deed of Minor S. Sangston to Amanda Snyder dated October 24, 1903 recorded in Deed Book 225 page 133; deed of Minor S. Sangston to Francis Rocks paragraph five, dated December 3, 1909, and recorded in Deed Book 292 page 320.

LIV. LUDWICK ORAVETS TRACT. 1 A. Coal

All the nine foot vein of coal commonly known as the Connellsville vein of coking coal within and underlying all that certain tract of land, situate in said Nicholson township, BEGINNING at a post corner of land of John R. Berkshire; thence by said Berkshire's land south forty-six and a fourth degrees West, forty-three perches to a sassafras, corner of land conveyed to Josephus Riffle by George M. Coldren; thence by said land and land of Berkshire South seventy-six and three-fourth degrees West, forty-three perches to a post corner to other land of said Riffle; thence by same South five degrees and forty-five minutes East, fifty-four perches to a post by tree; thence by same North seventy-five degrees and fifteen minutes East, twenty-six and two-tenths perches to a post; thence North seventy-six degrees East, twenty-four perches to a stake by a fence; thence north twelve and a half degrees East, four and eight-tenths perches to a point in said line; thence by land of John Oravets North fourteen and a half degrees East, sixty-seven and five-tenths perches to a point on land of J. Smiley David; thence by said David's land North sixty-nine and a half degrees West, eight and two-tenths perches to the place of beginning, CONTAINING twenty-one and a half (21 1/2) acres more or less, the area of coal hereby conveyed being approximately one (1) acre. This conveyance is made subject to the exception of coal mentioned in deed of Thomas J. John and wife to George M. Coldren dated July 26, 1899, and recorded in Deed Book 171 page 3, which coal and mining rights are more particularly described and set forth in deed of Thomas J. John and wife to Minor S. Sangston, dated January 27, 1900, and recorded in Deed Book 171 page 206, granting with the coal hereby conveyed the right to mine, extract and remove the same without being required ~~to mine, extract and remove the same without being required~~ to provide or leave support for the overlying strata or surface, and without liability for damages for injuries to the same or to the structures thereon or to the waters or water-courses thereof, together with the free and uninterrupted right of way into, ^{under} through, to and over said land necessary to mine extract and transport said coal and to ventilate and drain the same and to transport and ventilate other coal adjacent thereto, and the right to make, maintain, and use tracks, roads, and ways in and through said mines and over said land forever, for the transportation of said coal. — SUBJECT, HOWEVER, to the prior grant of the mining rights and right of way over said land as set forth in the above recited deed of Thomas J. John and wife to Minor S. Sangston. — FOR PRIOR TITLE see deed of Josephus Riffle and wife to Ludwick Oravets and Mary his wife, John Oravets and Mary his wife, dated August 31, 1907 and recorded in Deed Book 275 page 50; and deed of John Oravets and Mary, his wife to Ludwick Oravets and Mary his wife, dated December 16, 1907, and recorded in Deed Book 276

page 100 and deed of Lukwick and Mary Gravets to Francis Rocks, dated December 24, 1909 and recorded in Deed Book 299 page 129. L.V. CHARLES PORTER GOODWIN TRACT.

4.5 A. Coal. ALL the nine foot or Connellsville vein or seam of coal within and underlying all that certain tract of land, situate in said Nicholson township, Beginning at a stone in public road leading from Woodside to New Geneva, corner of land of R. P. Kefover and Charles P. Goodwin; thence in said public road and by Kefover South sixty-eight degrees and forty-five minutes West, two hundred and fifty-six and thirty-five hundredths feet to post corner to coal survey; thence by other land of Goodwin and by line of coal survey South nineteen degrees and thirty minutes East, two hundred and forty-eight and eight-tenths feet to post; thence by same South forty-one degrees and twenty minutes East, four hundred and thirty-nine and six-tenths feet to post; thence by same South fifteen degrees and ten minutes East, one hundred and nine and six tenths feet to a post; thence by same South sixty degrees and thirty minutes West, three hundred and ninety-eight and five-tenths feet to a post; thence by same South seventeen degrees and fifteen minutes East, one hundred and sixty-seven and eight-tenths feet to a post; thence by same South forty-two degrees East, one hundred and seventy-one and two-tenths feet to a post; thence by same South thirty-nine degrees and forty minutes East, two hundred and fourteen and two-tenths feet to a post; thence by same South eighteen degrees East, one hundred and nineteen and five-tenths feet to a post; thence by same South thirty minutes East, ninety-five and two-tenths feet to a post on line of land of Mrs. Goodwin; thence leaving said coal survey and by land of Mrs. Goodwin North seventy-eight degrees and forty-five minutes East, three hundred and eighty-five and four-tenths feet to stone in line of other land of C. P. Goodwin; and by same North sixteen degrees West, fourteen hundred and fourteen and five hundredths feet to a post; thence by same North thirty-nine degrees and thirty minutes West, two hundred and fifty feet to the place of beginning, CONTAINING about four and one-half ($4\frac{1}{2}$) acres of coal. TOGETHER WITH the right to mine and remove all of said coal and minerals without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land or to the structures thereon or to springs or water-courses therein or thereon by reason of mining and removing said coal and minerals, or by reason of mining and removing coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain and ventilate this or other coal, or to enter and reach said coal or to remove said coal or to enter and reach said coal with supplies, men, teams, animals, wagons &c., and with the right to make, and maintain and use tracks, roads, and ways in and through said mines forever for the transportation and drainage of said coal and minerals and of coal, minerals and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. Also the right to purchase any number of acres of said land by paying \$200.00 per acre at the time of taking and upon receipt of a good warranty deed and unencumbered title. FOR PRIOR TITLE see deed of John J. Monsaker and wife to Charles Porter Goodwin, dated March 19, 1906 and recorded in Deed Book 252 page 33, and deed of Charles Porter Goodwin and wife to Francis Rocks, dated Nov-

November 20, 1909, and recorded in Deed Book 292 page 297. LVI. ELIZABETH M. HONSAKER

TRACTS. 2.134 A. Coal. ALL the nine foot vein of coal known as the Connellsville vein of coking coal underlying all those two certain tracts of land situate in said Nicholson township, 1. BEGINNING at a _____ on the six foot crop line corner of land Isaiah Cover; thence by said Cover's land South thirty degrees and twenty-three minutes East, four hundred and ninety-nine and six-tenths feet; thence leaving said Cover's land North forty-one degrees and sixteen minutes East by the crop line, one hundred and forty-nine and three-tenths feet to stake; North twenty-three degrees thirty-four minutes East one hundred and twenty-eight feet to stake; thence North thirty-two degrees twenty-one minutes West, one hundred and three and six-tenths feet to stake; thence North forty-eight degrees twenty-two minutes West, one hundred and twenty-five and one-tenth feet to stake; thence North seventy-four degrees thirty minutes West, one hundred and fifty-two and one-tenth feet to stake; thence South eighty-four degrees thirty-eight minutes West, one hundred and seven and four-tenths feet to place of beginning, CONTAINING two and forty-eight thousandths (.2048) acres. 2. BEGINNING at stump corner of lands of Isaiah Cover and R. P. Keffer North twenty-nine degrees forty-eight minutes West, eighty-two and fifty-seven hundredths feet to stake corner of Isaiah Cover; thence leaving Cover's land and by the six foot crop line South sixty degrees thirty-nine minutes East, one hundred and one and one-tenth feet to stake; thence South thirty-five degrees nineteen minutes East, sixty-three feet to stake in line of R. P. Keffer; thence along same North seventy-degrees forty minutes West, eighty-eight and five-tenths feet to the place of beginning, CONTAINING eighty-six thousandths (.086) of an acre. Also all of said vein of coal adjoining the crop line above described and lying outside of said six foot crop line on land of Elizabeth M. Honsaker. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land or to the structures thereon or to springs or water-courses therein or thereon by reason of mining and removing said coal, or by reason of mining or removing coal adjacent thereto or by reason of manufacturing into coke this or other coal at works of said second party, its successors or assigns, wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal, or to remove said coal, or to enter and reach said coal, or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons &c., and with the right to make and maintain and use tracks, roads and ways in and through said mines only until the coal is all taken out for the transportation and drainage of said coal and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. SAID second party, its successors and assigns shall have the right to take and use what land it wants or that is necessary for a right of way to remove said coal or other coal or supplies to and from other land, by paying for the same at the rate of \$200.00 per acre. FOR PRIOR TITLE see deed of Jacob J. Jahnson and wife to Elizabeth Honsaker, dated May 15, 1896 and recorded in Deed Book 144 page 156; and deed of Elizabeth M. Honsaker and David J. Honsaker her husband to Francis Rocks, dated November 1, 1909 and recorded in Deed Book 297 page 27. LVII. MELINDA GANS TRACT - 5 A. COAL. ALL the nine foot Pittsburgh or never vein of coal in and underlying all that certain tract of land, situate in said Nicholson township, BEGINNING

at a stone in line of land of J. A. Heath; thence by land of John H. Crago South eighty and a fourth degrees West, seventy-seven perches to a stone; thence by land of Samuel East South nineteen and a half degrees East, sixty-one perches to a stone; thence by land of David Gans North seventy and a half degrees East, fifty-eight perches to a stone; and by said Heath North twenty-two degrees West, twelve and six-tenths perches to a stone; by same North eight and one-fourth degrees East, thirty-nine and six-tenths perches to the place of beginning, CONTAINING twenty-two (22) acres and thirty-nine (39) perches; the area of coal being about five (5) acres. With the right to mine and remove all and every part of said vein of coal without being required to provide for the support of the overlying strata or surface and without being liable for any injury which may result to the surface from the breaking of said strata, and with all reasonable privileges for ventilating, pumping or draining the mines, and the right to keep and maintain roads and ways in and through said mines forever for the transportation of the said coal and of coal from and to other land, together with the right to said second party, its successors and assigns, to purchase any portion of said surface for the price or sum per acre to be agreed upon by the owner thereof, and the said second party its successors or assigns, and if a price cannot be agreed upon by said parties, each to select one person, the two of which shall select a third to fix the rate that shall be paid per acre for said surface, which finding shall be final as between the said parties. — FOR PRIOR TITLE see devise by Margaret M. Durr to Melinda Gans by will dated July 18, 1900, recorded in Will Book 12, page 24, and deed of Melinda Gans to Francis Rooks dated December 9, 1909, recorded in Deed Book 299 page 110. LVIII EWING WALTERS TRACT: 5.0218 A. Coal

All the nine foot vein of coal known as the Connellsville vein within and underlying all that certain tract of land situate in said Nicholson township, BEGINNING at a stake near Crescent Coal Bank on a six foot ^{C to P} line, corner of other lands of Ewing Walters; thence South sixty eight degrees and nine minutes East, two hundred and fifty-three and nine-tenths feet to stake; thence South fifty-five degrees East, one hundred and fifty and five-tenths feet to a stake; thence South eighty-six degrees and twenty-four minutes East, one hundred and thirty-four and one-tenth feet to stake; thence North seventy-five degrees and forty-four minutes East, one hundred and ten and three-tenths feet to a stake; thence North thirty-one degrees and twenty-one minutes East, one hundred and nineteen and six-tenths feet to a stake; thence North twelve degrees and forty-three minutes West, one hundred and seventy-nine and five-tenths feet to a stake; thence North seventeen degrees and eight minutes West, one hundred and forty-two and four-tenths feet to a stake; thence North thirty-nine degrees and two minutes West, two hundred and fifty and seven-tenths feet to corner in line of coal of H. C. Frick Coke Co.; and by same South one degree and seventeen minutes West, one hundred and ninety-two and eight-tenths feet to stone; thence South eighty-one degrees and thirty-two minutes West, one hundred and seventy and four-tenths feet to stake; thence South forty-four degrees thirty-two minutes West, three hundred and fourteen and one-tenth feet to stake; thence South eighty-two degrees and two minutes West, thirty feet to the place of beginning, CONTAINING five and two hundred and eighteen ten thousandths (5.0218) acres. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being required to provide or leave support for the overlying strata or surface, and

without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water-courses therein or thereon by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns, wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals wagons &c. and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. FOR PRIOR TITLE see deed of Francis Emery and wife to Ewing Walters, dated March 21, 1903 and recorded in Deed Book 216, page 161 and deed of Ewing Walters and wife to Francis Rocks, dated November 9, 1909 recorded in Deed Book 292 page 412. LIX. FRANCIS EMERY TRACT 1 A. Coal. All the Pittsburgh seam of coal in and underlying all that certain tract of land situate in German township, Fayette County, Pennsylvania, BEGINNING at a stone corner of coal of H. C. Frick Coke Co. and running with same North thirty-five degrees and thirty-three minutes East, one hundred and seven and six-tenths feet to a stake; and by same South fifty-four degrees and twenty-seven minutes East, four hundred and twenty-eight and five-tenths feet to a stake in road corner of coal of H. C. Frick Coke Co. and Isaiah Riffle; thence by the latter and along said road South thirty-six degrees and five minutes West, forty-seven and seven-tenths feet to a stake in road; thence along outcrop line and other land of Francis Emery North seventy degrees and thirty-six minutes West, two hundred and twenty-four and nine-tenths feet to a stake; thence by same North fifty-three degrees and forty minutes West, two hundred and twelve and four-tenths feet to the place of beginning, CONTAINING one (1) acre more or less. Also all of said vein of coal outside the crop line given in the last two calls of above description and lying southwest thereof. TOGETHER WITH the right to mine and remove all of said coal, without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water-courses therein or thereon by reason of mining and removing said coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said party of the second part, its successors and assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain, or ventilate this or other coal, or to enter and reach said coal, or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons &c. and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. FOR PRIOR TITLE see deed of William Emery and wife to Francis Emery, dated May 16, 1902 and recorded in Deed Book 296 page 63, and deed of Francis Emery and wife to Francis Rocks dated December 21, 1909 and recorded in Deed Book 302 page 12. LX ISAAH RIFFLE TRACT 112.25 Per Coal. All the nine foot vein of coking coal situate in said German township, BEGINNING at an iron pin in the road corner of Francis Emery; thence by coal of H. C. Frick Coke Company South thirty-three degrees and sixteen minutes East,

three hundred and fifty-eight and three-tenths feet to point on six foot crop line; thence following six foot crop line South eighty-five degrees and forty-eight minutes West, one hundred and eighteen and three-tenths feet to stake; thence by same North forty-five degrees and forty-four minutes West, one hundred and eighty-six and three-tenths feet to stake; thence by same North one degree and fifty-six minutes West, ninety-eight and eight-tenths feet to stake; by same North thirty-six degrees and five minutes East, forty-seven and seven-tenths feet to iron pin in road corner of Francis Emery; by Emery North forty-six degrees and thirty-nine minutes East, fifty-one and three-tenths feet to the place of beginning. CONTAINING ONE HUNDRED AND NINETEEN AND one-fourth (119 1/40) perches, less a mined out area of seven (7) perches, leaving a net area of one hundred and twelve and one-fourth (112 1/4) perches of coal. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface and without being liable for any injury to the said overlying land, or to structures thereon or to springs or water-courses therein or thereon by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located, and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal, or to remove said coal with supplies, men, teams, animals, wagons &c. and with the right to make and maintain and use tracks, roads and ways in and through said mines until this or other coal from other land is worked out, for the transportation and drainage of said coal and of coal and supplies to and from other land; and generally freed, clear and discharged of any servitude, ^{whatever} to said overlying surface and anything therein or thereon, SUBJECT, however, to the reservation by Isaiah Riffle therout and therefrom for his own use, of one thousand bushels of coal, and all slack lying in the back opened on said described tract of coal land on December 31, 1909. FOR PRIOR TITLE see award to Isaiah Riffle in partition in the Orphans' Court at No. 59 December Court 1872, and deed of Isaiah Riffle and wife to Francis Rocks dated December 31, 1909 and recorded in Deed Book 292 page 422.

LII. GEORGE G. GANS TRACT, 4A. 111 P. Coal. All the nine foot vein or Pittsburgh vein of coal within and underlying all that certain tract of land, situate in said Nicholson township, BEGINNING at a point opposite the pit on land of J. M. Howard and point on line of land now or formerly of David L. Durri; thence by other land of J. M. Howard and following the crop line of said coal, South fifty-four degrees East, five and three-tenths perches to a point; thence by same South seventeen degrees thirty minutes East, thirteen and eight-tenths perches to a point; thence by same South twenty-two degrees fifteen minutes West, five and six-tenths perches to a point; thence by said crop line South fifty-six degrees East, seven and forty-five hundredths perches to a point; thence by same North sixty degrees East, five perches, North twenty-five degrees East, five and thirty-six hundredths perches; thence North four perches; thence still by said crop line North thirteen degrees West, eight perches to a point in land, the surface of which is owned by R. P. Kefover; thence by said crop line by Kefover North twenty degrees East, four and forty-two hundredths perches; thence by same North thirty-six degrees East, fifteen and seventy-five hundredths perches to a point; thence by same North seventeen degrees East, four and fifty-four hundredths perches; thence by

same North twenty-four degrees West, four and seven-tenths perches; thence by same North forty-three degrees West, thirteen and two-tenths perches, crossing old pit mouth to a point on line of said Durr; thence by line of said Durr South-thirty-two degrees West, thirty-four and sixty-six hundredths perches to the place of beginning, CONTAINING four (4) acres and one hundred and eleven (111) perches. EXCEPTING AND RESERVING thereout and therefrom so much of said coal as may be included in deed of J. M. Howard and wife to J. Ellsworth Johnson, dated January 24, 1905 and of record in the office of the Recorder of Deeds of Fayette County, Pennsylvania in Deed Book Vol. 236 page 209. TOGETHER WITH the right to mine and remove all of said coal, without being required to leave support for the overlying strata or surface and without being liable for any injury to the said overlying strata or surface, or to the structures thereon, or to the springs, wells, cisterns, or water-courses thereout or therein, by reason of manufacturing into coke this or other coal, at works of said second party, its successors and assigns, wherever located or with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of all of said coal, and of coal, minerals and supplies to and from other lands, and generally freed, clear and discharged of any servitude whatever to said overlying strata or surface or anything therein or thereon. FOR PRIOR TITLE see deed of James H. Richey to J. M. Howard dated november 29, 1902, recorded in Deed Book 215 page 128; reserve in deed of James M. Howard to R. P. Keffer dated March 31, 1903 recorded in Deed Book 219 page 44; deed of J. M. Howard to George G. Gans dated May 9, 1910, recorded in Deed Book 298 page 225, and deed of George G. Gans to Francis Rocks dated May 21, 1910 recorded in Deed Book 306 page 203. LXII. WILLIAM B. SMITH TRACT 1 A. 71 $\frac{3}{4}$ per. coal. ALL the nine foot vein of coal known as the Connellsville vein of coal in and underlying all that certain tract of land situate in said Nicholson township, BEGINNING at stones in the Geneva road; thence North three degrees West five and four-tenths perches; thence North nineteen degrees West, four perches; thence North eleven and a half degrees West, twelve and two-tenths perches; thence North one and one-fourth degrees East, seventeen and eight-tenths perches; thence North twenty-four and a half degrees East, thirteen and four-tenths perches; thence North thirty-three and a half degrees West, forty-nine perches; thence South sixty-nine and three-fourth degrees West, ninety-four perches; thence South eighty-seven degrees East, twenty-seven perches; thence South thirty-five and a fourth degrees East, nineteen and eight-tenths perches; thence North sixty-three and three-fourth degrees East, eighty-six and two tenths perches to the place of beginning, CONTAINING sixty (60) acres and seventy-three (73) perches more or less of land, but underlying which it is understood according to a recent estimate there is but one (1) acre and seventy-one and three-fourth (71 $\frac{3}{4}$) perches of coal. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface and without being liable for any injury to the said overlying land or to the structures thereon or to the springs or water-courses therein or thereon by reason of mining and removing said coal, or by reason of mining or removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located, and together with all surface privileges reasonably necessary to pump, drain or ventilate this and other coal, or to enter and reach said coal, or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons, &c. and with the right to

make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal, and of coal and supplies to and from other land, and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. FOR PRIOR TITLE see deed of Morgan J. Sturgis to William B. Smith dated August 31, 1900 recorded in Deed Book 187 page 94; and deed of William B. Smith and wife to Francis Rocks dated January 3, 1910, and recorded in Deed Book 292 page 223. LXIII. HANNAH J. SMITH TRACT 4 A. 3 per. Coal. All the nine foot vein of coal known as the Connellsville vein of coal in and under that certain tract of land situate in said Nicholson township, BEGINNING at a post corner of John Henry's land; thence by same South fifty-one degrees West, one hundred and thirty-five and five-tenths perches; South forty-eight degrees East, eighteen and one-tenth perches; South thirty-four and a fourth degrees West, seventy-eight and two-tenths perches; South seventy-seven and three-fourth degrees East, forty and four-tenths perches; thence North nine degrees East, twenty-nine and three-tenths perches; thence North thirty-three degrees East, forty and seven-tenths perches; South sixty-six degrees East, twenty-nine and nine-tenths perches; South eighty-seven degrees East, one hundred and two and six-tenths perches; North thirteen and a half degrees West, eighty-two and six-tenths perches; North seventy-one and a half degrees East, seven and nine-tenths perches; North fifty-nine and a fourth degrees West, fifty-one and nine-tenths perches; North eight and three-fourth degrees West, sixteen and eight-tenths perches to the place of beginning, CONTAINING eighty-seven (87) acres and one hundred and fifty-six (156) perches of land, but underlying which it is understood according to a recent estimate there remains but four (4) acres and three (3) perches of said vein of coal hereby conveyed, aside from and in addition to 3 acres and 19 perches of said coal heretofore conveyed by Charles M. Franks et al. to Josiah V. Thompson by deed dated April 16, 1898, and recorded in Deed Book 156 page 390, which with mining rights and privileges in said deed mentioned is hereby excepted and reserved. TOGETHER WITH the right to mine and remove all of said 4 acres and 3 perches of coal, without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water courses therein or thereon by reason of mining and removing said coal, or by reason of mining or removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at the works of said second party, its successors or assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons &c. and with the right to make and maintain and use tracks, roads and ways in and through said mine forever, for the transportation and drainage of said coal, and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to the surface overlying said 4 acres and 3 perches, and anything therein or thereon. FOR PRIOR TITLE see deed of Hannah J. Smith and William B. Smith her husband to Francis Rocks dated December 27, 1909 and recorded in Deed Book 300 page 37. LXIV. REUBEN P. MCCANN TRACT 1.25 A. Coal. All the nine foot or Connellsville vein of coal (comprising approximately 1 1/4 acres) in and underlying all that certain tract of land situate in said Nicholson township, BEGINNING at a white oak tree, a corner of the

Brownfield land; thence by land of Stephen M. Hankins South eighty-eight degrees East, twenty-six and thirty-one hundredths perches to a stone on the South side of the public road leading from Smithfield to Masontown; thence South eighty degrees and fifteen minutes East, eighteen and ninety-one hundredths perches to a stone on the North side of said road; thence South eighty-four degrees and fifteen minutes East, twenty-two and thirteen hundredths perches to a white oak tree in line of land of James W. Abraham; and by same North twenty-seven degrees and fifteen minutes West, twenty-nine and seven-tenths perches to a stone; by same North twenty-one degrees West, sixty perches to stone at East corner of William Goodwin's land; thence by land of William Goodwin and John F. Crozier North seventy-four degrees and fifteen minutes West, one hundred and eighteen and eight-tenths perches to a stone; thence South thirty-six degrees and forty-five minutes East, two and seven-tenths perches to a white oak tree; thence by Crozier South sixty-two degrees and thirty minutes West, sixty perches to a white oak tree; thence by same South thirty-two degrees East, thirteen and one-tenth perches to a locust tree corner of Brownfield heirs; and by same South sixty-six degrees East, sixty-three and four-tenths perches to a stone near the creek; thence by same North seventy-four degrees and forty-five minutes East, seventy-one and three-tenths perches to the place of beginning, CONTAINING sixty-eight (68) acres more or less; under which there is approximately one and one-fourth (1 1/4) acres of said coal TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land or to any structure thereon or to springs or water-courses therein or thereon, by reason of mining and removing said coal or by reason of mining or removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with such surface privileges as may be reasonably necessary for the purpose of pumping, draining and ventilating this or other coal of the party of the second part, its successors or assigns; and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal and supplies to and from other land. Also with the right to purchase and take at any time as much of the surface overlying said coal as may be necessary for the operating said coal at the price of \$200.00 per acre— SUBJECT to a pipe line right of way heretofore granted to the Fayette Fuel Gas Company by Daniel P. Smith by agreement dated June 14, 1904 and recorded in Agreement Book No. 19 page 69. FOR PRIOR TITLE see deed of Daniel P. Smith to Reuben P. McCann dated October 1, 1903 recorded in deed Book 227 page 7 and deed of Reuben P. McCann to Francis Rocks dated November 18, 1909 recorded in Deed Book 292 page 380. LXV. EMMA R. ABRAHAM TRACT. 4A. COAL. ALL the nine foot or Connellsville vein of coal in and under lying all that certain tract of land, situate in said Nicholson township, BEGINNING at a stone in the public road running from Smithfield to Masontown; thence by land of J. W. Abraham, Jr. North eighty-seven and a half degrees West, one hundred and twenty-three and four-tenths perches to a stone; thence by land of John Goodwin's heirs and R. P. McCann South twenty-two degrees East, seventy-nine and four-tenths perches to a stone; thence by other land of Emma R. Abraham North seventy-five degrees East, forty-nine and four-tenths perches to a stone; thence by same South two degrees West, twenty-four and six-tenths perches to a stone; thence by same South eighty-five degrees East, forty-eight perches to a stone in said road; thence by said road and lands of J. R. Shoaf North six and a fourth de-

grew West, twenty-one and seven-tenths perches to a stone in said road; thence by same
 North one and one-fourth degrees East, sixty-two and four-tenths perches to the place of
 beginning, CONTAINING forty-nine (49) acres and one hundred and eighteen (118) perches,
 EXCEPTING AND RESERVING, however, all the coal underlying the above described tract
 formerly sold by James Abraham in his lifetime to James R. Cray by deed dated March 20
 1891, and recorded in Deed Book 111 page 110. THE area of coal hereby conveyed being
 about (4) acres. TOGETHER WITH the right to mine and remove all of said coal without
 being required to provide or leave support for the overlying strata or surface, and with-
 out being liable for any injury to the said overlying land, or to any structures thereon,
 or to springs or water courses therein or thereon by reason of mining and removing
 said coal, or by reason of mining or removing coal adjacent thereto, or by reason of
 manufacturing into coke this or other coal at works of said second party, its successors
 and assigns wherever located; and together with such surface privileges as may be reason-
 ably necessary for the purpose of pumping, draining and ventilating this and other coal
 of the party or the second part, its successors and assigns; and with the right to make
 and maintain and use tracks, roads and ways in and through said mines forever, for the
 transportation and drainage of said coal, and of coal and supplies to and from other
 land. Also with the right to purchase and take at any time as much of the surface ly-
 ing above said coal as may be necessary for the operating of said coal at the price
 of \$200.00 per acre. FOR PRIOR TITLE see deed of the heirs of Capt. James Abraham to
 Emma R. Abraham, dated March 30, 1905 and recorded in Deed Book 239 page 219, and deed
 of Emma R. Abraham and James W. Abraham her husband to Francis Rocks dated October 7,
 1909, and recorded in Deed Book 306 page 4. LXVI. MELISSA BROWNFIELD HEIRS TRACT.
 1.4817 A. Coal. All the nine foot or Connellsville vein of coal in and underlying all
 that certain tract of land situate in said Nicholson township, BEGINNING at the corner
 of land of R. P. McCann on the six foot crop line; thence by lands of said McCann North
 sixty-six degrees and fifty minutes West, one hundred and eighty-one and three-tenths
 feet to a locust tree corner of McCann and A. S. Morrison; thence South twenty-two
 degrees and nine minutes West, three hundred and thirty-six and seventy-five hundredths
 feet to a stake on the crop line; thence by the crop line South eighty-seven degrees and
 six minutes East, one hundred and seventeen and seven-tenths feet to a stake; thence
 North sixty-nine degrees and twenty-two minutes East, one hundred and fifty-eight and
 three-tenths feet to a stake; thence North forty-four degrees and forty-six minutes
 East, seventy-six and eight-tenths feet to stake; thence North forty-nine degrees and
 eleven minutes West, one hundred and twenty-nine and five-tenths feet to a stake; thence
 North thirty-three degrees and six minutes West, ten feet to the place of beginning, CON-
 TAINING one and four thousand eight hundred and seventeen ten thousandths (1.4817) acres.
 TOGETHER WITH the right to mine and remove all of said coal without being required to
 provide or leave support for the overlying strata or surface and without being liable
 for any injury to the said overlying land or to the structures thereon, or to springs or
 water courses therein or thereon by reason of mining and removing said coal or by reason
 of mining or removing coal adjacent thereto, or by reason of manufacturing into coke
 this or other coal at works of said second party, its successors and assigns, wherever
 located; and together with all surface privileges reasonably necessary to pump, drain
 or ventilate this or other coal, or to enter and reach said coal, or to remove said coal,

or to enter and reach said coal with supplies, men, teams, animals, wagons &c. and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal and supplies to and from other land; and generally freed, clear and discharged of any servitude, whatever to said overlying surface and anything therein or thereon. FOR PRIOR TITLE see devise by Melissa Brownfield to Leslie W. Brownfield, J. Floyd Brownfield, Anna C. Brownfield, Maud Guher and Edith Todd by her will dated April 2, 1887, recorded in Will Book 9 page 170, and deed of said devisees to Francis Rocks, dated February 1, 1910, and recorded in Deed Book 297 page 161. LXVII. BATTIE B. PALMER TRACT. 1.525 A. Coal. ALL the nine foot vein of coal commonly known as the Connellsville coking coal within and underlying all that certain tract of land situate in said Nicholson township, BEGINNING at a stake on the six foot crop line in line of land of A. S. Morrison; thence by said crop line South twenty-one degrees and seventeen minutes West, thirty feet to a stake; South twenty-five degrees and twelve minutes West, two hundred and nineteen and seven-tenths feet to a stake; South seventeen degrees and twenty-six minutes East, one hundred and ninety and two-tenths feet to a stake; South twenty-seven degrees and fifty-six minutes East, seventy-eight feet to a stake; South thirty-three degrees and twenty-four minutes East, seventy-nine and three-tenths feet to a stake; South forty-five degrees and four minutes East, sixty-two and one-tenth feet to a stake; South sixty-nine degrees and six minutes East, one hundred and five and four-tenths feet to a stake; South eighty degrees and three minutes East, eighty-two and six-tenths feet to a stake; South eighty-four degrees and sixteen minutes East, eighty-two and three-tenths feet to a stake; thence South eighty-one degrees and forty-eight minutes East, eighty-seven and seven-tenths feet to a stake in line of land of A. S. Morrison; thence by said Morrison's line North two degrees and forty-four minutes West, six hundred and thirty-three feet to a post; thence by same North eighty-six degrees and four minutes West, three hundred and ninety-five and ninety-seven hundredths feet to the place of beginning, CONTAINING six and two hundred and ninety-three thousandths (6.293) acres. EXCEPTING, HOWEVER, from the above boundaries four acres and seventy-eight perches of said coal conveyed by Henry Deffenbaugh to James R. Cray. See Deed Book 111 page 100. EXCEPTING AND RESERVING ALSO the following described tract of coal, BEGINNING at the end of the second call in the above description, thence South 17° 26' East, 10 feet to point near coal bank; thence running parallel with coal bank North 83° 51' East, 70.7 feet to a point which is the beginning point of the reserve, running thence North 34° 32' East 141.12 feet to a stake on line of coal heretofore conveyed as aforesaid to James R. Cray, now H.C. Frick Coke Company; thence by said Frick Coke Company coal South 6° 9' East 174 feet; thence South 83° 51' West, 92 feet; thence North 6° 9' West, 67 feet to the place of beginning, CONTAINING twenty-five hundredths (.25) of an acre. EXCEPTING AND RESERVING ALSO a strip 20 feet wide the center line of which is the center of the opening to the coal bank leading into said reserve, (the course of which is North 83° 51' East, and the length of which is 70.7 feet, Containing three hundredths (.03) of an acre. Leaving a net area of coal heretofore conveyed of 1.525 acres. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land or to the structures thereon or to springs or water-courses therein or thereon by reason of mining and removing said

coal, or by reason of mining or removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons, &c. and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. Also with the right to the said party of the second part, its successors ^{and assigns}, to make, maintain and use a roadway and track for mine cars across the pit mouth leading into the coal mine of Hattie S. Palmer and passing through the reserve of three hundredths (03) of an acre last above mentioned, for the purpose of transporting coal and supplies necessary to conduct the mining operations as aforesaid. FOR PRIOR TITLE see deed of Frank L. Palmer to Hattie S. Palmer dated October 6, 1906 and recorded in Deed Book 263 page 147; and deed of Hattie S. Palmer and Frank L. Palmer her husband to Francis Rocks, dated March 11, 1910, and recorded in Deed Book 298 page 154.

TOGETHER WITH ALL AND SINGULAR the said properties, improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property claim and demand whatsoever of the said parties of the first part, in law, equity or otherwise howsoever, of, in and to the same and every part thereof, EXCEPTING AND RESERVING and UNDER AND SUBJECT as aforesaid. TO HAVE AND TO HOLD the said lands and coal, with mining rights, excepting and reserving and under and subject as aforesaid, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns forever. AND Francis Rocks and Anna Rocks his wife, the said parties of the first part, for themselves, their heirs, executors and administrators do by these presents covenant, grant and agree to and with the said party of the second part, its successors and assigns, that they the said parties of the first part, and their heirs all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them the said parties of the first part and their heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, excepting and reserving and under and subject as aforesaid, SHALL AND WILL WARRANT AND FOREVER DEFEND. IN WITNESS WHEREOF the said parties of the first part have to these presents set their hands and seals the day and year first above written.

SEALED AND DELIVERED IN the presence of Francis Rocks (SEAL)

THE PRESENCE OF: Anna Rocks (SEAL)

Chas. H. Harbison

GRASS H. CO.
STATE OF PENNSYLVANIA
COUNTY OF FAYETTE

ss: On this ninth day of September A. D. 1910 before me the

subscriber, a Notary Public of said County, personally came the above named Francis Rocks and Anna Rocks his wife, who in due form of law acknowledged the foregoing Indenture to be their act and deed and desired that the same might be recorded as such. WITNESS my hand and notarial seal the day and year aforesaid.

Charles H. Cox, Notary Public, (NOTARIAL SEAL)

My commission expires March 10th, 1913.

RECORDED AND COMPARED OCTOBER 4th, 1910--CHAS. O. SCHROYER--RECORDER.

THIS INDENTURE, MADE the 28th day of September, in the year of our Lord one thousand nine hundred and eleven, BETWEEN the corporation by the name, style and title of the "Hiller Land Company," duly incorporated under the laws of the Commonwealth of Pennsylvania, of the first part, and Cora E. Baker, of Greensboro, Pennsylvania, party of the second part:

WITNESSETH, That the said "Hiller Land Company," for and in consideration of the sum of One hundred fifty (\$150.00) Dollars, lawful money of the United States of America to said corporation in hand paid by the said party of the second part, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released and confirmed, and by these presents does grant, bargain, sell, alien, release and confirm unto the said party of the second part, her heirs and assigns, all the following described lot of ground, situate in Luzerne Township, Fayette County, and State of Pennsylvania, being lot numbered 466 in the "Hiller Plan of Lots," recorded in Plan Book No. 2, page 21, in the office for recording deeds in said County of Fayette; the said lot No. 466, being further described and bounded as follows: BEGINNING at a point on the north side of Fifth Street, one hundred twenty (120) feet east of the north-east corner of the intersection of said Fifth Street and Knox Avenue; thence in a northerly direction along the east side of lot No. 467, one hundred twenty (120) feet to the south side of Walnut Alley; thence in an easterly direction along the south side of said Walnut Alley, forty (40) feet to the west side of lot No. 465; thence in a southerly direction along the west side of said lot No. 465, one hundred twenty (120) feet to the north side of Fifth Street; thence in a westerly direction along the north side of said Fifth Street, forty (40) feet to the corner of lot No. 467, the place of beginning. Saving and reserving, however, to the said "Hiller Land Company," its successors and assigns, the oil and gas under and underlying the said lot or premises, but the said "Hiller Land Company," its successors and assigns are hereby restricted from drilling or boring on said lot for oil or gas. This conveyance is made on the express condition that no building (exclusive of porches or verandas) shall be erected on said lot nearer than fifteen feet to Fifth street. Excepting and reserving from the operation of this deed, all the Coal in and underlying said lot, together with all the mining rights, and other rights, liberties and privileges as are fully set out in two certain deeds of conveyance, one from Mary Hiller et al., to A. B. Ledwith, dated November 8, 1899, and recorded in the office for recording of deeds in Fayette County, in Deed Book No. 175, page 308, and the other from T. H. Patton and wife to "Hiller Land Company," dated March 15, 1906, and recorded in the Recorder's Office of Fayette County, in Deed Book No. 248, page 245. TOGETHER with all and singular the improvements, ways, waters, water courses, rights, liberties,

reservation aforesaid, SHALL AND WILL WARRANT AND FOREVER DEFEND. IN WITNESS WHEREOF, the said party of the first part has to these presents set his hand and seal. Dated the day and year first above written.

Sealed and delivered in

Robert Hornauer. (SEAL)

the presence of:

Johanna Hornauer (SEAL).

Casimir A. Watterson.

STATE OF ILLINOIS)
: SS.
COUNTY OF COOK)

I, a Notary Public, in and for said County and state, do hereby certify that ROBERT HORNAUER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal, this 25th day of August, 1908.

Louis Wink, Notary Public. (NOTARIAL SEAL)

My commission expires March 6th, 1910.

STATE OF ILLINOIS)
: SS.
COUNTY OF COOK)

On this 4th day of October, 1910, before me, the subscriber, a Notary Public in and for the county and state aforesaid, personally appeared Robert Hornauer and Johanna Hornauer, his wife, who acknowledged the foregoing indenture to be their act and deed and desired that the same might be recorded as such. Witness my hand and notarial seal, the day and year aforesaid.

Louis Wink, Notary Public. (NOTARIAL SEAL)

My commission expires March 5th, 1914.

RECORDED AND COMPARED AUGUST 14th, 1912 - GEORGE C. STEELE RECORDER.

THIS INDENTURE, MADE this twentieth day of June, in the year of our Lord one thousand nine hundred and twelve, BETWEEN Francis Rocks and Anna Rocks, his wife, of Nicholson township, Fayette county, Pennsylvania, parties of the first part, AND SUNSHINE COAL & COKE COMPANY. Sunshine Coal and Coke Company, a corporation of the state of Pennsylvania, having its domicile at the borough of Uniontown, Fayette county, party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ONE DOLLAR lawful money of the United States, and other valuable considerations, unto them well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, ALL the following described tracts of land and coal, with mining and other rights and privileges, situate in Nicholson and German townships, Fayette county, Pennsylvania, more particularly bounded and described as follows, to-wit: I. FULTON TRACTS OF LAND AND COAL. ALL those certain tracts of land situate in Nicholson township aforesaid, First, BEGINNING at a point at low water mark in the Monongahela river; thence by land of the Riverview Coal & Coke Company East one thousand fifteen and seven tenths feet

to point; thence South eighty-nine degrees and thirty-two minutes East one thousand four hundred twenty-nine and six tenths feet to iron pin; thence by land of Isaac Poundstone South ten degrees and forty-three minutes West one thousand six hundred fifty-six and nine-tenths feet to a post; thence by land formerly of John Poundstone, now of present grantors, (being by the tract described Second, under this paragraph) North eighty-nine degrees and thirteen minutes West five hundred sixty and one tenth feet to stone; thence by land of same South one degree and two minutes West one thousand fourteen and two tenths feet to stake; thence by same South no degrees five minutes East one thousand three hundred and thirty-one feet to stone; thence by land formerly of Mary Lyons and others West five hundred and twenty-eight feet to point; thence by same North seventeen degrees West two hundred three and eight tenths feet to point; thence West one thousand and fifty-six feet to point in the Monongahela river, at low water mark; thence along the bank of said river at low water mark North no degrees and forty-five minutes West five hundred and twenty-eight feet to a point; thence North one degree East one thousand three hundred and twenty feet to point; thence by same North two degrees East one thousand three hundred and twenty feet to a point at the place of beginning, CONTAINING one hundred forty-seven and three hundred and nine thousandths (147.309) Acres. Second, BEGINNING at a post corner of land of Silas R. Provins and land of Isaac R. Poundstone, formerly Theron Provance; thence by land of Silas R. Provins South eight and three fourths degrees West one hundred nine and one-tenth perches to a post on said line; thence by land of Parshall heirs, formerly Rachel Provance, North eighty-nine and one-half degrees West ninety-five and six tenths perches to post in line of land of Coal Company, formerly Elias Parshall; thence North two and one-fourth degrees West forty-four perches to a post; thence by the same North one-half of a degree West sixty-one and five tenths perches to a post; thence by the same, formerly Salina Rich, and land of Isaac R. Poundstone aforesaid, North eighty-nine degrees East one hundred thirteen and nine tenths perches to the place of beginning, CONTAINING seventy (70) Acres. EXCEPTING AND RESERVING out of the First above described tract all of the nine foot vein of coal, as conveyed to Francis Rocks and James C. Work by E. D. Fulton, by deed dated February 8, 1902, recorded in Deed Book Vol. 190 page 443, together with the mining and other rights as therein set forth; and also EXCEPTING 12.458 acres of the surface of said tract in said deed to Rocks and Work described as follows: BEGINNING at a post corner of land now owned by the second parties; thence South 4° 18' West 500.3 feet to post; thence North 87° 24' West 1085.4 feet to a point on the bank of the Monongahela river; thence North 4° 18' East 500.3 feet to land of second parties; thence South 87° 42' East 1085.4 feet along line of said second parties to post the place of beginning, CONTAINING 12.458 acres. Together with all buildings, coke ovens and improvements of every kind thereon erected. EXCEPTING, also, from said first above described tract the right of way for a switch granted by E. D. Fulton to Isaac H. Brownfield by deed dated August 8, 1903, recorded in Agreement Book Vol. 19 page 288. EXCEPTING, also, from the first above described tract the right of way over 3.694 acres conveyed to the Monongahela Railroad Company by E. D. Fulton, by deed dated November 7, 1907, recorded in Deed Book Vol. 281, page 11. EXCEPTING, also, from the first above described tract the right of way for a pipe line, with right to erect telegraph line and to lay a second pipe line alongside the first one, granted by said E. D. Fulton to Payette Gas Fuel Company, by deed dated August 26, 1905, recorded in Deed Book Vol. 281 page 303. EXCEPTING, also, from the first above described tract, a small parcel of land granted to Francis

Rocks by said E. D. Fulton and wife, lying between the Monongahela railroad and the switch granted to said Brownfield, described in deed of said Fulton and wife, dated December 23, 1905, recorded in Deed Book Vol. 249 page 70, as follows: BEGINNING at the property line of the said Francis Rocks and right of way of the Monongahela railroad; thence along said right of way North to a point on said right of way 45 feet North of the present switch the right for which was heretofore granted to Isaac H. Brownfield; thence by and along said right of way granted to said Isaac H. Brownfield Southeast to a point on property line of said Francis Rocks; thence along said property line of said Francis Rocks to the place of beginning. The first above described tract is conveyed subject to a lease granted by Lucy Fulton to Frank Blackshere, dated January 27, 1910, recorded in Agreement Book 22 page 227, covering one acre of ground between the Monongahela railroad right of way and the Monongahela river, with the right to purchase the same within five years from the date of said lease, at the rate of \$1000.00 per acre, which lease is hereby assigned to the party of the second part hereto. On said first described tract the said E. D. Fulton and Lucy Fulton have previously laid out a plan of lots known and designated as "GALLATIN", plan of which is recorded in Plan Book Vol. 2, page 18, out of which they have sold and conveyed the following numbered lots, which are also hereby excepted from this conveyance, viz: Lots numbers two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), fourteen (14), fifteen (15), sixteen (16), seventeen (17), nineteen (19), twenty (20), twenty-one (21), twenty-nine (29), thirty (30), thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), thirty-seven (37), thirty-eight (38), thirty-nine (39), forty (40), forty-one (41), forty-two (42), forty-three (43), forty-four (44), forty-five (45), forty-six (46), forty-seven (47), forty-eight (48), forty-nine (49), fifty-two (52), fifty-three (53), fifty-four (54), fifty-five (55), sixty (60), sixty-one (61), seventy one (71), eighty-five (85), one hundred eight (108), one hundred nine (109), one hundred ten (110), one hundred eleven (111) and one hundred twelve (112). EXCEPTING out of tract second above described all the nine foot vein of coal, with mining rights, as conveyed to George W. Neff and George Porter by deed of John Poundstone and wife dated January 30, 1902, and recorded in Deed Book Vol. 194 page 450. And excepting also the two acre reserve as conveyed by Lucy Fulton and husband to Francis Rocks by deed dated December 23, 1905, recorded in Deed Book Vol. 249, page 70. Third, ALSO all the Sewickley or five foot vein of coal underlying all that certain tract or parcel of land situate in said Nicholson township, BEGINNING at a forked locust in line of land formerly of Joseph Y. Provance and in line of the tract Second above described; thence by said last mentioned tract South eighty-eight degrees and forty-five minutes West eighty and five tenths perches to a post; thence by land of the Coal Company North nine degrees East one hundred and five tenths perches to an iron pin in line of land of Jehu N. Ross; thence by said Ross land North eighty-eight degrees and forty-five minutes East eighty and five tenths perches to a post; thence by land formerly of Joseph Y. Provance South nine degrees West one hundred, and five tenths perches to the place of beginning, CONTAINING forty-nine and seven hundred and fifty-five thousandths (49.755) acres. TOGETHER WITH the right to mine and remove all of said five foot vein of coal without being required to provide or leave support for the overlying strata or surface and without being liable for any injury to the said overlying land or to the structures thereon or to the springs or water courses therein or thereon by reason of mining and removing said coal, or by reason of mining and removing coal and min-

erals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, together with all privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal, with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal and minerals, and of coal, minerals and supplies to and from other lands. ALSO the right to drive a ten foot entry or heading through the five foot vein of coal underlying the tract of land adjoining the last above described tract, bounded and described as follows: BEGINNING at a post corner of land of Jehu N. Ross; thence by said Ross land North $\frac{1}{2}^{\circ}$ West 45 perches to a post; thence South 80° West 9.23 perches to a post in line of land formerly of John Poundstone; thence South $3^{\circ} 48'$ West 43.4 perches to a post; thence by land of the Coal Company North $88^{\circ} 45'$ East 12.12 perches to the place of beginning, CONTAINING 2.89 acres. But said entry shall not be driven nearer than fifty feet from the house and barn erected on said land. This grant of coal and mining rights is subject to the prior grant of the nine foot vein of coal with mining rights as set forth in deed of John Poundstone to Isaac P. Kendall, dated October 24, 1874, recorded in Deed Book Vol. 26 page 119. The tracts of land and coal, subject to exceptions and reservations, and with mining and other rights and privileges, as hereinabove set forth in Paragraph I hereof, being the same that were conveyed to Francis Rocks, party of the first part hereto, by deed of Lucy Fulton and Elwood D. Fulton her husband, dated August 29, 1910, and recorded in the Recorder's office of Fayette County in Deed Book 298 page 382. II. JOSEPH KAVECAN LOT OF LAND. ALL that certain tract or parcel of land situate in Nicholson township aforesaid, known and designated as Lot No. one hundred and eight (108) in the plan of lots called "Gallatin", filed by Lucy Fulton and E. D. Fulton her husband, which lot is more particularly bounded and described as follows: Fronting fifty feet on Broadway in said plan of lots, and extending back of even width between lots Nos. 107 and 109 in said plan, one hundred and fifty feet to an alley. Being the same lot of land conveyed to said Francis Rocks, by deed of Joseph Kavecan and wife, dated February 28, 1911, and recorded in the office aforesaid. in Deed Book 312 page 147. III. ROBERT P. KEFOVER TRACT OF COAL. ALL the Nine foot vein of coal known as the Connellsville coking coal underlying all that certain tract of land situate in Nicholson township aforesaid, bounded and described as follows, to-wit: BEGINNING at a stone on the line of land now or formerly of Josiah Bare, and running thence along the middle of the road leading from Uniontown to New Geneva and land of John H. Core et al., South sixty-nine degrees West twenty-nine and three tenths perches to stone in road; thence by same South forty-eight degrees West fifteen and eight tenths perches to stone in road; thence by the same South seventy-five and one-half degrees West twenty and six tenths perches to stone; thence by the same South three and one-half degrees East three and three tenths perches to iron pin by a locust tree on West side of road; thence leaving said road and running with said Core land, South eighty-five degrees West ninety-seven perches to stone in line of land of William Poundstone; thence by said Poundstone's land North ten and one-fourth degrees East seventy-one and one tenth perches to stone; thence by land formerly of Peter Johnson, Sr., North seventy-five and one-fourth degrees East fifty-four and eight tenths perches to a large black walnut stump; thence by the land now or formerly of the heirs of Joseph Johnson, deceased, South seventy-one and one-fourth degrees East forty-seven and six tenths perches to stone; thence by same North eighty-one and one-fourth degrees East, nineteen perches to stone; thence by land now or formerly of the aforesaid Josiah Bare,

South thirty-seven degrees East forty-two and one tenth perches to the place of beginning, CONTAINING fifty-five (55) acres. TOGETHER WITH the right to mine and remove all of said coal and without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water courses therein or thereon by reason of mining and removing said coal, or by reason of mining or removing coal and minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said grantor, its successors and assigns, wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal or other coal, or to remove said coal or other coal, or to enter and reach said coal or other coal with supplies, men, teams, animals, wagons, etc., and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal, minerals and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon, except as hereinafter excepted and reserved. Excepting and reserving, however, all the coal under the dwelling house on said described tract in which the grantors in the hereinafter recited deed now or formerly lived. This conveyance is also made, subject to all the estates, grants, rights, privileges, exceptions and reservations granted and conveyed, excepted and reserved, by deed of Anna H. Franks and Isaac Franks, her husband, to Josiah V. Thompson, dated March 26, 1898, and recorded in the Recorder's office aforesaid in Deed Book 158 page 321, and by deed of Anna H. Franks, widow, to said Robert Plummer Kefover, dated April 1, 1907, and recorded in the Recorder's office aforesaid, in Deed Book 275 page 227. BEING the same tract of coal, and mining and other rights, subject to the same exceptions and reservations, that was conveyed to the said Francis Rocks by deed of Robert Plummer Kefover dated November 16, 1910, and recorded in the Recorder's office aforesaid in Deed Book Vol. 314, page 26. IV. WILLIAM R. RICHEY TRACT OF COAL. ALL the Nine Foot or Connellsville seam of coal in and underlying all that certain triangular piece of land situate in German township aforesaid, excepted and reserved out of a certain deed of William R. Richey and wife to said Francis Rocks for other said coal that belonged to said Richey, bearing date May 1, 1906, and recorded in Deed Book Vol. 254, page 189, reference being made thereto for a fuller and more complete description of the coal hereby conveyed. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water courses therein or thereon, by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns, wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal, or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons, etc.; and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. BEING the same coal and mining and other rights and privileges that were conveyed to Francis Rocks

by deed of William R. Richey and wife, dated November 1, 1910, and recorded in said office in Deed Book ³¹¹310, page 35. V. JOHN W. MOORE TRACT OF COAL. ALL the Nine Foot or Connellsville vein of coking coal, estimated to be two acres more or less, within and underlying that certain lot or piece of land situate in Nicholson township aforesaid, adjoining lands of John Demaske on the Northeast, other lands of said John W. Moore on the Southeast, the Mastontown-Smithfield public road on the Southwest, and lands now or formerly of Minor S. Sangston on the Northwest; said lot CONTAINING about seven and one-half acres, and being the only land of said John W. Moore adjoining lands now or formerly of said Minor S. Sangston. TOGETHER WITH the right to mine and remove all of said coal without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water courses therein or thereon, by reason of mining and removing said coal, or by reason of mining and removing coal adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns, wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, or to enter and reach said coal, or to remove said coal, or to enter and reach coal with supplies, men, teams, animals, wagons, etc.; and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal, and of coal and supplies to and from other lands; and generally freed, clear and discharged of any servitude whatever to said overlying surface and anything therein or thereon. BEING the same tract of coal and mining and other rights and privileges which were conveyed to the said Francis Rocks by deed of John W. Moore and wife dated December 2, 1910, and recorded in the office aforesaid in Deed Book Vol. 310 page 185. VI. HATTIE TALBERT TRACT OF COAL. ALL the Nine foot or Connellsville vein of coking coal within and underlying all that certain tract of land situate in Nicholson township aforesaid, bounded and described as follows: BEGINNING at a post in the middle of the public road leading from Mickey's cross-roads to the Lutheran church; thence by land of Ewing Walters South fifty-one degrees and thirty minutes East seventy five and eight tenths perches to stone corner in line of land formerly of R. P. Keffer; and by same South thirty-two Degrees West thirty-seven and seven tenths perches to a stone corner; thence by land of J. M. Howard North forty-two degrees West eighty-three and six tenths perches to a stone corner in the middle of aforesaid road; thence by same in middle of said road North forty-four degrees and twenty-two minutes East twenty-three and seven tenths perches to the place of beginning, CONTAINING fifteen (15) acres more or less. The area of coal hereby conveyed being one-half an acre more or less. TOGETHER WITH the right to mine and remove all and every part of said coal without being required to provide or leave support for the overlying strata or surface and without being liable for any injury to the said overlying land or to the structures thereon or to the springs or water courses therein or thereon, by reason of mining and removing said coal, or by reason of mining or removing coal or minerals adjacent thereto, or by reason of manufacturing into coke this or other coal at works of said second party, its successors and assigns, wherever located; and together with all surface privileges reasonably necessary to pump, drain or ventilate this or other coal, and to enter and reach said coal, or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons, etc.; and with the right to make and maintain and use tracks, roads and ways in and through said mines forever for the transportation and drainage of said coal and of coal, minerals and supplies to and from other lands, and generally freed, clear

and discharged of any servitude whatever to said overlying strata and anything therein or thereon. UNDER AND SUBJECT to the prior sale of a portion of the coal underlying said land, with mining rights and privileges, as set forth in deed of David L. Durr and wife to Herbert DuPuy, dated April 6, 1896. BEING the same tract of coal, and mining rights and other rights and privileges, which were conveyed to said Francis Rocks by deed of Hattie Talbert and William J. Talbert her husband, dated August 24, 1910, and recorded in the office aforesaid in Deed Book Vol. 297 page 428. VII. JAMES M. NEWCOMER TRACTS OF COAL. ALL the Nine foot vein of coal known as the Pittsburgh vein, in and under three certain tracts of land in German township aforesaid, bounded and described as follows: FIRST BEGINNING at an iron pin in boundary line between lands of said Newcomer and said Rocks; thence North fifty-eight degrees thirty minutes East four hundred twenty and nine tenths feet to an iron pin; thence North twenty-eight degrees and forty-five minutes East five hundred eighty and eight tenths feet to an iron pin; thence North forty-four degrees and thirty minutes West one hundred forty eight and five tenths feet to a peg; thence North thirty-one degrees and thirty minutes East three hundred seventy-nine and five tenths feet to an iron pin; thence North seventy-one degrees and twenty-five minutes West one hundred and twenty four feet to a peg; thence South twenty degrees and six minutes West one hundred eighty-two and six tenths feet to a peg; thence South thirty-nine degrees and thirty-five minutes West 217.6 feet to a peg; thence South forty-three degrees and forty-seven minutes East thirty feet to a peg; thence South fifty degrees and thirty minutes East one hundred sixty two and five tenths feet to a peg; thence South thirty degrees and thirty minutes West five hundred fifteen and six tenths feet to a peg; thence South forty nine degrees and eight minutes West four hundred twenty-three and forty-three hundredths feet to a peg; thence South fifty-seven degrees and no minutes East fifteen feet to the place of beginning, CONTAINING two and fifty-five hundredths (2.55) acres, more or less. Second, BEGINNING at a peg North of coal bank in lands of said Newcomer; thence running North sixty-eight degrees and thirty minutes West three hundred seventy-six and two tenths feet to an iron pin; thence South twenty-two degrees and seven minutes West one hundred and seventy-one feet to an iron pin; thence South sixty-six degrees and forty-five minutes East three hundred seventy-nine and five tenths feet to a peg; thence North forty-one degrees and no minutes East one hundred ninety-four and seven tenths feet to the place of beginning, CONTAINING one and six hundred and seventy-five thousandths acres (1.675 A.) more or less. Third, BEGINNING at a peg in first line of last above described tract and near coal bank; thence North twenty-one degrees and thirty minutes East one hundred twenty-seven and seven tenths feet to a peg; thence South eighty-four degrees and no minutes West one hundred thirteen and one tenth feet to a peg; thence South twelve degrees and thirty minutes East ninety feet to a peg; thence South sixty-eight degrees and thirty minutes East fifty feet to the place of beginning, CONTAINING one thousand nine hundred and five ten-thousandths (0.1905) of an acre, more or less. ALL of the above described tracts represented by and according to a certain survey and plot made by the Chief Engineer of the Sunshine Coal and Coke Company, under date of July 15, 1910. TOGETHER WITH the right to mine and remove all of said coal, without being required to provide or leave support for the overlying strata or surface, and without being liable for any injury to the said overlying land, or to the structures thereon, or to springs or water courses therein or thereon, by reason of mining and removing said coal, or by reason of mining or removing coal adjacent thereto, or by

reason of manufacturing into coke this or other coal at works of said second party, its successors or assigns, wherever located; and together with surface privileges reasonably necessary to pump, drain or ventilate this coal, or to enter and reach said coal, or to remove said coal, or to enter and reach said coal with supplies, men, teams, animals, wagons, etc., and with the right to make and maintain and use tracks, roads and ways in and through said mines forever, for the transportation and drainage of said coal; and generally freed, clear and discharged of any servitude whatever to the overlying surface and anything therein or thereon. BEING the same tract of coal, and mining and other rights and privileges, which were conveyed to the said Francis Rocks by deed of James M Newcomer and wife, dated August 31, 1910, and recorded in said office in Deed Book Vol. 298 page 389. TOGETHER WITH ALL AND SINGULAR the buildings, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever, thereunto belonging or in anywise appertaining and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand, whatsoever, of the said parties of the first part, in law, equity or otherwise howsoever, of, in and to the same and every part thereof, excepting and reserving and under and subject, as hereinbefore set forth. TO HAVE AND TO HOLD the said tracts of land and coal, with mining rights, and other rights and privileges, excepting and reserving, and under and subject as aforesaid, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever. AND the said parties of the first part do by these presents, covenant, grant and agree to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, all and singular the hereditaments and premises hereinabove described and granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, excepting and reserving and under and subject as aforesaid, SHALL AND WILL WARRANT AND FOREVER DEFEND. IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals, dated the day and year first above written.

Sealed and delivered in

Francis Rocks. (SEAL)

the presence of

Anna Rocks. (SEAL)

STATE OF PENNSYLVANIA)

: SS.

COUNTY OF PAYETTE)

On this twentieth day of June, A. D. 1912, before me the

subscriber, a United States Commissioner for the Western District of Pennsylvania, residing at the borough of Uniontown, in said Fayette County, personally appeared the above named Francis Rocks and Anna Rocks, his wife, who in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same might be recorded as such.

Witness my hand and official seal the day and year aforesaid.

W. J. Sturgis, (COMMISSIONER'S SEAL)

United States Commissioner for the

Western District of Pennsylvania.

RECORDED AND COMPARED AUGUST 16th, 1912. - GEORGE C. STEELE RECORDER.

Proceedings In Equity

Case & Case

Between
 Fayette Title & Trust Company
 a Corporation, Trustee
 Plaintiff

896

and
 Francis Rocks Trading as
 Sunshine Cal & Cattle Company
 and Sunshine Cal & Cattle
 Company a Corporation
 Defendants

In the Court of Common Pleas of
 Fayette County, Pennsylvania

Sitting In Equity

No 896.

ADMITTED 3-2-18

Atty pro

10,000 Cal & Cattle Company a Corporation defendants filed

Atty

500 Now February 11, 1918 This Cause came on to be heard upon plaintiffs

Plaintiff's bill

1200 Bill and defendants answer, and was recommended by Counsel, and the

" Ans

800 answer admitting substantially the allegations of the bill, it is

Prothly

6,500 considered, ordered, adjudged, and decreed as follows:

First: That the mortgage of defendant, Francis Rocks, Trading as Sunshine Cal & Cattle Company, to plaintiff dated October 1, 1908 recorded in the Records Office of Fayette County, Pennsylvania on November 18, 1908, in Mortgage Book Vol. 74, page 334, was executed and delivered by the defendant to the plaintiff and that said mortgage secured the payment of one hundred fifty bonds of the defendant

Francis Rocks, Trading as Sunshine Cal & Cattle Company, all of which were for one thousand (\$1000) dollars each, and that said mortgage became a lien upon the premises and property real and personal, therein described, subject, however, to certain underlying liens then of record.

Second: That there are now outstanding and unpaid of said bonds by said mortgage secured, forty six bonds of the par or face value of one thousand (\$1000) dollars each of the aggregate face value of forty six thousand (\$46,000) dollars, and that the defendant made default on said mortgage in failing to pay the principal of bonds numbered 1, 2, 9 to 15 inclusive, 17 to 29 inclusive, 29 to 36 inclusive, and 40 falling due October 1, 1909 of bonds numbered 41, 49 and 76 falling due October 1, 1910, of bonds numbered 81, 97, 108, 110 to 115 inclusive falling due October 1, 1911, and of bonds numbered 135, 150, 152 to 154 inclusive falling due October 1, 1912. That notice of default as aforesaid was duly given to the defendant on January 1, 1913, which default still continues, and the plaintiff has demanded and received possession of the mortgage and pledged premises and property, and the plaintiff is now in the possession thereof under and by virtue of the terms of said mortgage.

Third: That the whole amount secured by said mortgage, represented by the bonds now outstanding, is due and payable and judgment is now entered on said mortgage in favor of the plaintiff and against the defendant for the sum of forty six thousand (\$46,000) dollars principal, with interest, on \$29,000 from Oct 1, 1909, with interest on \$3,000 from October 1, 1910, with interest on \$9,000 from October 1, 1911, and with interest on \$5,000 from October 1, 1912, amounting on July 1, 1918 to \$20,840.00 in all the sum of \$66,840.00 with interest from February 1, 1918.

Fourth: It is further ordered, adjudged and decreed that the plaintiff Fayette Title & Trust Company, as Trustee shall in pursuance of the powers contained in said mortgage, and at such times and places as may appear, dispose the property, real and personal, covered by said mortgage and therein specifically described, except so much thereof as has been duly released, at public sale, subject to such underlying liens as may

prior to the Mortgage of the plaintiff, and that such sale shall have all equity of redemption of the defendants, Francis Rocko, Augustine Paul Truck Company & Corporation, and all persons claiming under it subsequent to the date of said deed of Mortgage. It appearing that the holders of more than two-thirds of the outstanding bonds have under the powers in said Mortgage contained consented to a sale of the mortgaged and pledged property in parcels, it is further ordered and decreed that the said Fayette Title & Trust Company, Trustee shall offer said property in parcels or lots, offering the several tracts singly or in groups, as it may in its discretion deem best for the interests of the bondholders and pledged property; that notice shall be published in at least one daily newspaper published in Uniontown, Fayette County, Pennsylvania, once a week for four weeks prior to the date of said sale or sales; that said sale may be made on such credit as the Trustee shall deem advisable, not exceeding five years with interest, with the right of the purchaser to anticipate payment before maturity deferred payments to be secured by Mortgage with usual Recourse clauses. The plaintiff shall make report of such sale or sales to the Court for its further order in the premises. By the Court,

May 14-1918. Return of sale filed. Now May 14-1918, the foregoing return of sale presented to Court and the same is confirmed nisi in days. By the Court,

May 24-1918, Sale confirmed absolutely.

George M. Gathrell Pro.

**COURTHOUSE RECORD
SEARCH CHECKLIST**

Owners Surname, Given Name	Dates Run				Type of Indexing							
	From	To	DB In	DB Out	Computer Index	Deed Index	Mortgage Index	Agreement Index	Register of Wills	Prothontary	Corp. Books	Landbooks
Alexander McClelland		12-8-1836		U-231		✓						
Bartheheba McClelland		12-8-1836		U-231		✓						
Bonaparte Hardin	12-3-1836	3-2-1881	U-231	WB 5-291		✓						
Henry B. Mathiot	3-2-1881	7-12-1884	WB 5-291	59-287		✓						
Lorenzo D. Rampey	3-2-1881	7-12-1884	WB 5-291	59-287		✓						
Sarah Jane Hardin	11-1-1882	5-21-1891	Orphans Court 11-297	103-254		✓						
Henry M. Kyle	3-31-1883	5-21-1891	103-254	103-256		✓						
Malinda Kyle	3-31-1883	5-21-1891	103-254	103-256		✓						
J.H. James Henry McGee	1-3-1885	3-8-1906	103-256	WB 14-148		✓						
Rebecca J. McGee	3-8-1906	11-22-1947	WB 14-148	Partition 11-461		✓						
Delilah McGee	3-8-1906	11-22-1947	WB 14-148	Partition 11-461		✓						
Joseph O. McGee	3-8-1906	11-22-1947	WB 14-148	Partition 11-461		✓						
Eliza McGee	3-8-1906	11-22-1947	WB 14-148	Partition 11-461		✓						
Walter E. McGee	3-8-1906	11-22-1947	WB 14-148	Partition 11-461		✓						
Delilah Moser	11-22-1947	7-20-1949	Partition 11-461	682-342		✓						
Arthur ^W Moser	11-22-1947	7-20-1949	Partition 11-461	682-342		✓						

Owners Surname, Given Name	Dates Run				Type of Indexing							
	From	To	DB In	DB Out	Computer Index	Deed Index	Mortgage Index	Agreement Index	Register of Wills	Prothontary	Corp. Books	Landbooks
George Porupski Jr.	7-20-1949	9-21-2007	682-342	3040-801	✓	✓						
Gerald Porupski	9-21-2007	11-3-2021	3040-801	3493-87	✓							
Sheryn A. Porupski	9-21-2007 10-15-2020	11-3-2021	3040-801	3493-87	✓							
Joseph Duff	10-15-2021	10-14-2025	3493-87	3622-747	✓							
Jana Duff	10-15-2021	10-14-2025	3493-87	3622-747	✓							
Dave Porupski	10-9-2025	Current 5-19-2026	3622-747		✓							
Kathleen Porupski	10-9-2025	Current 5-19-2026	3622-747		✓							
Isaac Taylor	2-3-1898	9-21-899	154-448	166-469		✓						
John M. Taylor	2-3-1898	9-2-1899	154-448	166-469		✓						
Mannie E. Taylor	2-3-1898	9-2-1899	154-448	166-469		✓						
M. Agnes Taylor	2-3-1898	9-2-1899	154-448	166-469		✓						
Standard Coke Co. LTD	9-1-1899	1-4-1900	166-469	180-122		✓						
Joseph Wharton	12-28-1899	9-26-1910	180-122	298-406		✓		✓			✓	✓
Wharton Coal & Coke Company	12-29-1899	9-26-1910	180-122	298-406		✓		✓				✓
H.A. Geary	9-17-1910	5-6-1911	298-406	315-2		✓						

Coal



[illegible]