

Andrew I. McClintock # This indenture made the 24th day of May in
To # the year of our Lord, One Thousand Eight Hun-
The Penna. Coal Co. # dred and Sixty: Between Andrew I. McClintock
 # of the Borough of Wilkes-Barre, Luzerne County
Penna. and Augusta his wife of the ~~XXX~~ first part and ~~XXX~~ The Penna.
Coal Company of the other part: Witnesseth that the said Andrew I McClin-
tock and Augusta His wife, for and in the consideration of the sum of
Fifty Dollars (\$50.00) lawful money of the United States of America un-
to them well and trully paidy the said The Penna. Coal Co. nat and be-
fore the sealing and delivery of these presents, the receipt whereof
is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed
released and confirmed, and by these presents do grant, bargain, sell,
alien, enfeoff, release and confirm unto the said The Penna. Coal Co.
their successors and assigns, all the coal and other minerals in, upon,
or under all that certain lot, piece or parcel of land, situate in the
Twonship of Jenkins, Luz. County, Penna, bounded and described as fol-
lows, to wit:- Beginning at a corner on the Susquehanna River: Thence
by the lands of the said The Penna. Coal Co. South fifty seven degrees
thirty four minutes East thirty nine and three tenths perches to the
towing path of the North Branch Canal: Thence by said towing path South
thirty nine degrees thirty one minutes West twenty six rods to a post
Thence by same South thirty six degrees fifty eight minutes West fifty
two rods to a post: Thence by lands of said The Penna. Coal Co. North
fifty eight degrees ten minutes West: fifty and six tenths rods to low
water mark of the said Susquehanna River: And thence up ~~thaxxanna~~ the
said River North forty one degrees forty minutes East fifty five and
three tenths rods to the place of beginning: Containing Twenty Two
acres and one hundred and thirty three perches strict measure: Being

part of lot No.6 in the first division of Certified Pittsston Township
And also all the rights and privileges to dig, mine and carry away all
of said coal and other minerals or any part thereof at any time and at
all times and in such a way and manner as the said party of the second
part, their successors and assigns, may deem expedient or convenient:
And to make, construct, use and maintain and occupy at any time and at
all times, passages, tunnels, roads, ways and drains, under or through
said lot, piece or parcel of land, beneath the surface thereof, as the
said party of the second part, their successors and assigns may desire
for the purpose of mining, removing and carrying away the coal and
other minerals in said lands or from and under any other lands now
owned, held ~~IN~~ or purchased by the said party of the second part their
successors and assigns, without incurring any liability for any damage
or injury that may be sustained by the said party of the first part
their heirs, executors and administrators or assigns therefrom? Or by
the falling of any ~~UNDER~~ mines, tunnels, passages, ways or drains
made or that may be made under said surface, for mining and removing of
any part or all of the coal and other minerals in, upon or under said
~~SURFACE~~ lot, piece or parcel of land: In the making of any tunnels
passages, ways ~~and~~ drains under said surface: And the rights ~~in~~
and privileges of mining and ~~carrying~~ carrying away all the coal and
other minerals in ~~UNDER~~ upon or under said lot piece or parcel
of land as fully and completely in all respects as if the said party of
the second part took under this conveyance the right of soil or surface

of said described lot piece or parcel of land in fee simple: And without any liability whatsoever for any injury or damage that may be caused to the said right of soil or surface of said piece of land by the mining and removal therefrom of all the coal and other minerals therein and exercise and full use of all the rights and privileges, hereby conveyed or intended to be conveyed: Together with all and singular the coal and other minerals, rights and privileges, ways, waters, water courses, XXX rights, liberties privileges, hereditaments and appurtenances whatsoever 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 them the said Andrew I. McClintock and Augusta his wife in law, equity or otherwise howsoever of, in and to the same and any part thereof: To have and to hold the said coal, and other minerals, in, upon or under the aforesaid lot piece or parcel of land , and rights and privileges, hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said The Penna. Coal Co. their successors and assigns to and for the only proper use and behoof of the said The Penna. Coal Co. their successors and assigns forever: And the said Andrew I. McClintock for himself and his heirs, executors and administrators by these presents covenant, grant and agree to and with ~~them~~ The Penna. Coal Co. their successors and assigns that he the said Andrew I. McClintock 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 The Penna. Coal Co. their successors and ~~XXXX~~ assigns against him the said Andrew I. McClintock and his heirs: And against all and every other person or persons whomsoever lawfully

claiming or to claim the same or any part thereof, by, through, from or under him, shall and will warrant and forever defend: In witness where- of the said parties to these presents have herunto ~~XXXXX~~ Interchange- ably set their hands and seals: Dated the day and year first above written.

Signed, sealed and delivered
in the presence of us

Stephen Vaughan

Helen G. McClintock

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Andrew I. McClintock (Seal)

Augusta McClintock (Seal)

Recorded May 26th A.D. 1860

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