Davis & Raley to Comer & Lowry receivers of S.&W.R.R. Co

State of Alabama } This agreement, made on
County of Shelby } this fourth day of August 1894 between Davis & Raley of the County of Shelby, State of Alabama of the first part hereinafter called the tenant, and H. M. Comer & R. J. Lowry, Receivers of the Savannah & Western R.R. Co., of the second part hereinafter called the Company:

Witnesseth, that whereas the tenant desires with the permission of the Company to occupy a portion of the Right of Way of the Company in Vincent, Shelby Co., Ala., for the purpose of erecting a lumber shed for the purpose of erecting a lumber shed which is more fully shown by the annexed plat, which is made a part of this paper, and whereas; the Company has consented to the said occupancy for the time being; Now therefore, in consideration of the premises and license aforesaid the tenant hereby covenants and agrees with the Company as follows: First: That the tenant will save and hold harmless the Company from all damages that may arise from the destruction and injury of any buildings, improvements or personal property of any description by fire or from any other cause whatever whether the same should be attributable to the negligence of the employees of the Company or not. And the tenant further covenant and agree that they will not store or cause to be stored in or about said premises or property any article or thing of a more ignuous or inflammable nature than Lumber. Second: That the tenant will save and hold harmless the Company from all damage to person and property that may arise from or be traceable to the occupancy of the premises by the tenant or any other person, whether such damage be caused by the negligence of the Company's Employees, or from any cause whatever.

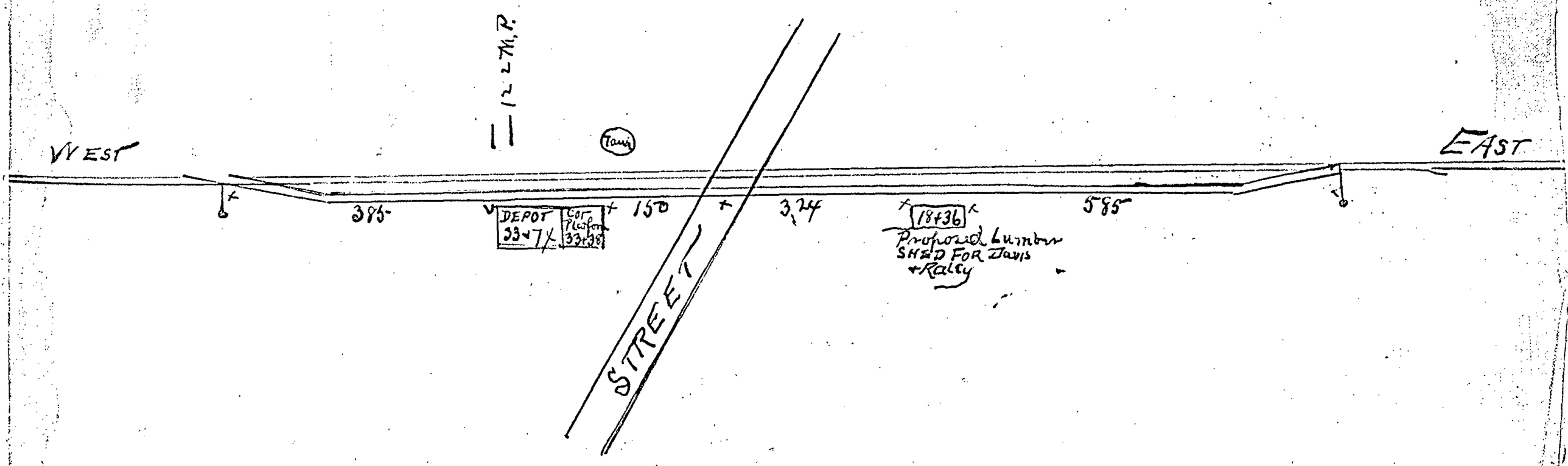
Third, That the tenant does not now nor will he set up claim or title to said property against the Company, but will hold the same only as tenant at will, subject to the notice hereinafter specified.
Fourth, That the tenant will surrender the said premises to the Company, and remove all obstructions building or improvements thereon from, upon receiving 60 days notice from the Company. Said notice may be given to any person in possession of the premises.
Fifth. That in case of failure to deliver possession and remove obstructions, the Company shall have the right upon the expiration of the period above named to enter upon and take possession of the premises; and all buildings, improvements, structures, and personal property thereon remaining thereon shall be and become the absolute property of the Company without any accountability to said tenant or any other person.
Sixth, The tenant will pay the expense of recording this instrument, and any future agreements with reference to the premises. Seventh, This agreement shall not be assigned by the tenant without the written consent of the Company. Eighth, The word "tenant" when used herein shall include any representative, successor or assignee of the Company.
In Witness Whereof, the tenant has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed & delivered in presence of
D. K. Baker
C. N. Pitts.

Genl Supt S & W R.R.
Davis & Raley

Aug 2 1894

VINCENT, ALA. 122 MILES WEST OF COLUMBUS GA.



Filed in Office for Record Aug 20th 1894 & Recorded
Jno. S. Lanier
Judge of Probate