Pope J.T. & Co and S.&W.R.R. Co H.M. Comer and R.J. Lowry. Receivers agreement

State of Alabama }
County of Shelby }

This agreement, made on this 8 day of Oct 1894 between J.T. Pope & Co of the County of Shelby, State of Alabama of the first part, hereinafter called the tenant, and Savannah & Western Railroad Co, H.M. Comer & R.J. Lowry, Receivers 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 cotton seed house 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 damage 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 igneous or inflammable nature than Cotton seed.

Second. That the tenant will save and hold harmless the Company from all damage to person or 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, buildings or improvements therefrom, upon receiving 60 days notice from the Company. Said notice may be given to any person in the 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 then 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, licensee, or assignee of the tenant; and the word "Company" 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 and delivered in presence of

× J. E. Elliott
× W. C. Davis

Savannah & Western R.R.
H. M. Comer and R. J. Lowry,
Receivers,
By Theo D. Kline,
Gene Supt. —
× J. F. Pope & Co.

Filed in Office for Record Oct 31st 1894 & Recorded
John S. Leeper
Judge of Probate