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Southern Railway Co to J. C. Jackson & Son

Lease

This Instrument witnesseth, that for and in consideration of the sum of One Dollar to it in hand paid, the receipt of which is hereby confessed and acknowledged, the Southern Railway Company has leased unto J. C. Jackson & Son, of Wilsonville, Alabama, a firm composed of J. C. Jackson, H. A. Jackson & A. L. Jackson the two (2) lots or parcels of land, designated upon the attached drawing and lying within the right of way boundary lines as indicated thereupon, and being situated on the westerly side ~~of~~ or section of said right of way at Wilsonville, County of Shelby Alabama; One parcel being shown as occupied by a planing mill and lumber shed, and the other as occupied by a feed house; the planing mill and lumber shed (34 feet by 127 feet) lying only partly within the limits of the right of way as shown, and the feed house, (16 feet by 16 feet) lying wholly within such limits. Said parcels of land are situated near Mile Post 395, and lying north thereof, and the feed house being adjacent thereto, as shown in the drawing. Said premises being located on the line of the Spur-track shown in the drawing, the point of the Switch connection thereof with the main line being 311 feet north of said Mile Post 395. Said letting is understood by the party accepting this lease to be a tenancy at will, and for the sole purpose of occupying the same

with said buildings, for use as a planing mill and lumber shed, and a feed house, and is to be used for no other purpose whatever.

All taxes and assessments, or other like charges, imposed by Law, and accruing on or assessed against the premises leased hereunder, and the improvements placed thereupon, during the existence and operation of this lease, or any occupancy hereunder, are to be a charge or charges against said lessee, when due and payable and shall be paid off and discharged by the lessee; if paid by the lessor in the first instance, such payment is and shall be made for and on account of said lessee, and the lessee shall repay and reimburse the lessor the amount of such payment, on demand.

It is further understood and agreed that the party accepting this lease shall have no power to, and will not, sub-let said parcels of land, without the consent of said Railway Company indorsed hereon, in writing, to be evidenced by the signature of the Third Vice President of said Railway Company; any other sub-letting or attempted sub-letting shall be void and of no effect.

It is further understood by and between the said Railway Company and the party accepting this lease, that all buildings or structures that may be erected thereon by such party are to be and remain the property of the party building and constructing the same (except as hereinafter provided) with the privilege of removing the same at the termination of this lease.

It is further stipulated that this lease may be terminated at any time, by either party, upon 90 days written notice to the other party hereto, but is to continue in full force, upon the terms herein agreed upon, until such written notice of termination is given.

It is further agreed that if the buildings, warehouses or other structures to be erected upon said land are not removed pursuant to agreement, and within the time herein provided for termination (after notice is given) they are to become and remain the property of the said Railway Company.

It is also expressly understood and agreed that for and in consideration of the privilege hereby granted, the party accepting

this lease agrees to make and receive all shipments over the lines of the said Railway Company, and do and transact all business of railroad transportation with said Railway Company, where the same can thus be done, and so long as said Railway Company affords rates that are not in excess of the open, public and published rates of competing carriers for the like services performed under similar circumstances and conditions.

It is also expressly understood and agreed that, for and in consideration of the privilege herein granted, the said Railway Company shall not be in any way responsible for damages to said buildings or their contents, or any part thereof, or anything in and upon said premises, whether belonging to the party accepting this lease, or to third parties, by fire, or other casualty, occurring, happening or resulting from the operation and use of its trains, engines or cars near said buildings or premises, or by fire originating within the limits of the Railway right of way or premises. And against any and all damages, so originating and resulting, and for any other damages and costs, a consequence or result, directly or indirectly, of any violation or failure under the terms of this instrument, by said lessee, as well, as for all payments made hereunder on account of said lease, as aforesaid, said Jackson & Sons hereby agree and bind themselves, their assigns and representatives, to protect and fully indemnify said Southern Railway Company, its successors and assigns.

In Witness Whereof, the parties hereto have signed, executed and delivered this instrument, in duplicate, on this 24 day of January, 1895

Southern Railway Company
By W. H. Baldwin Jr
3rd. Vice President,
J. C. Jackson & Sons
Per H. A. Jackson

O.K.
W.A.K.

United States of America,
District of Columbia,
City of Washington. } —SS—

I Chas. P. Lee a Notary Public in and for said district, hereby certify that W. H. Baldwin Jr., the Third Vice President of the Southern

Railway Company (Corporation of the State of Virginia) one of the within named bargainors, with whom I am personally acquainted, and who is known to me to be the Third Vice President of said Railway Company, and who acknowledged before me on this day that the seal affixed to the within instrument is the corporate seal of said Railway Company, and that being informed of the contents of said instrument, he, as Third Vice President of said Company, and by virtue of the authority vested in him by its Board of Directors, voluntarily signed, executed and delivered the within instrument on behalf of said Southern Railway Company on the day the same bears date, and affixed the corporate seal of said Railway Company thereto, as the act and deed of said Railway Company, and for the purposes therein contained.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at office, this 26 day of January 1895.

Notarial Seal

Chas P. Lee
Notary Public

State of Alabama, } Personally appeared
County of Shelby. } before me, W. S. Green a Justice of the Peace for said County, H. A. Jackson a member of the firm of J. C. Jackson & Sons, with whom I am personally acquainted, and who are known to me to be the members of said firm, and acknowledged that they signed, executed and delivered the within instrument for and in behalf of said firm, and as the act and deed of said firm, and for the purposes therein expressed and contained.

In Witness Whereof, I have hereunto set my hand having no Seal of office, this 23rd day of Feb. 1895.

W. S. Green J.P.
Notary Public

Filed for record April 8th 1895 recorded.

Jno. S. Leeper
Judge of Probate