Ga Cotton Oil Co. and Central of Ga Ry Co

Lease

State of Alabama, } This Agreement, made on this
County of Shelby, } 17th day of Dec 1895, Between The Ga Cotton Oil Co. (Rome Ga Mills) of the County of Floyd State of Georgia of the first part hereinafter called the tenant and the Central of Georgia Railway Company of the second part, hereinafter called the Company; Witnesseth, that Whereas said tenant desires with the permission of the Company, to occupy a particular of the right of way of the Company in Vincent, Shelby County, Alabama, for the purpose of erecting a cotton seed house, It is especially agreed that the party of the first part will keep said house in good repair and painted - which is more fully shown by the annexed plat, which is made a part of this paper, and Whereas, the tenant is not desirous of affecting in any manner the right of the Company to the full and undisturbed possession of the premises nor of interfering in any way with any of the rights of the Company relative thereto; and Whereas, the company has consented to license, for the time being, the tenant to occupy said premises as aforesaid;

Now Therefore, in consideration of the premises and license aforesaid, the tenant hereby covenants and agrees with the Company, its successors and assigns, as follows:

First, That the tenant will save and hold harmless the Company, its successors and assigns, from all damages, injury, or liability that may arise from the destruction or 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 said Company or not, when such damage, injury, or liability is caused or increased by reason of the use of the premises hereunder -

Second. That the tenant will save and hold harmless the Company, its successors and assigns from all damage to person that may partly or wholly arise from or be traceable to the occupancy of said 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 pretend title to said property against the Company

its successors or assigns, but will hold the same only as tenant at will, subject to the notice hereinafter specified — Fourth — That the tenant covenants and agrees in consideration of the permission and license aforesaid, to surrender the said premises to the Company, its successors or assigns, and remove all obstructions buildings, or improvements therefrom, upon receiving 30 days notice from the Company its successors or assigns, said notice may be given to any person in possession of the premises. — Fifth — That in case of failure to deliver said possession and remove said obstructions, the Company its successors and assigns, shall have the right, upon the expiration of the period above named, or at any time thereafter, 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 the 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 — The word "tenant" when used herein, shall include the party of the first part, his heirs, executors, administrators, and any person who may enter upon said above described premises, as his or their successor, licensee, or assignee. Eighth. 4 originals of this agreement are executed simultaneously.

Signed, sealed and delivered in presence of
Geo Woodruff
W. S. Calhoun
Notary Public F.C. Ga

Georgia Cotton Oil Co (Rome Ga)
By W. M. Towers Mgr (L.S.)

Central of Georgia Railway Company (L.S.)
By Thos D Kline (L.S.)
Genl Supt.

J. A. Wynn
Witnesses to signature of Thos D Kline
Edward C. Haskell
Chas C. Jordan

State of Georgia.
County of Chatham

I, Daniel O. Donovan a Notary Public in and for said County and State, hereby certify that Edward C. Haskell a subscribing witness to the foregoing agreement, known to me appeared before me this day, and, being sworn

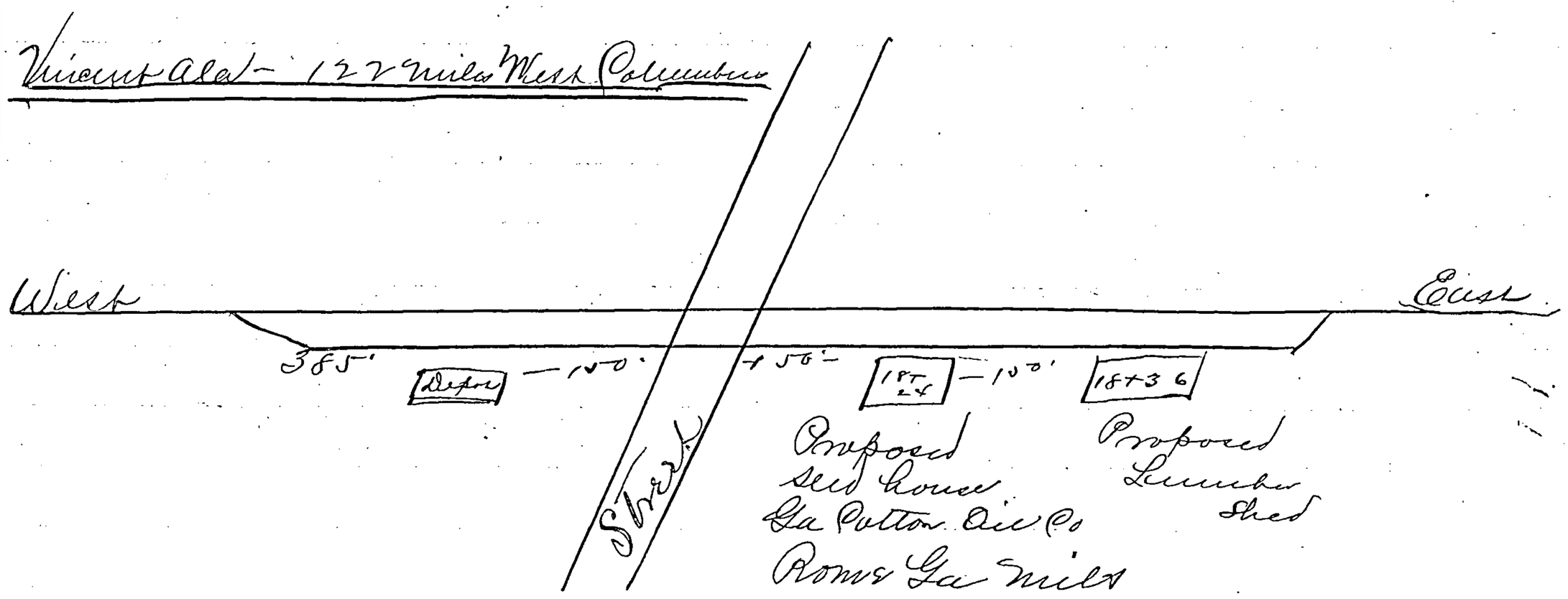
stated that Theo D. Klein, voluntarily executed the same in his presence and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the said Theo D. Klein and of the other witness, and that such other witness subscribed his name as a witness in his presence. Given under my hand and seal this 6th day of Feby A.D. 1896.

Dannie O. Donovan
N P & Ex Ga

(N. P. Seal)

State of Alabama, } G. W. Clements, a N. P. & Ex Off J. P.
County of Shelby. } in and for said County and State, hereby certify that J. A. Glynn, a subscribing witness to the foregoing agreement, known to me appeared before me this day, and being sworn, stated that A. M. Powers, voluntarily executed the same in his presence and in the presence of the other subscribing witness, on the day the same bears date: that he attested the same in the presence of the said W. A. Cochran and of the other witness, and that such other witness subscribed his name as a witness in his presence. Given under my hand and seal this 16th day of January A.D. 1896.

G. W. Clements,
N P & Ex Off J. P.



Dec 19-1895

Filed for record Feb 15-1896 recorded
D. R. McMillan,
Judge of Probate