State of Alabama. } This agreement; Made on this
County of Shelby. } day of 18
Between J. H. Wilder & Co. of the County of Shelby State
of Alabama 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 portion of
the right of way of the company in Shelby Co.
for the purpose of laying a pipe and erecting
seed bin at Vincent Ala, seed bin to be 10 X
12 ft pipe to be used to blow seed from gin
to seed house 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 premi-
ses as aforesaid, Now, therefore, for consideration
of the premises and license aforesaid,
the tenant hereby covenants and agrees with the

Central of Georgia Railway Co. and J. H. Wilder

Vincent

Company, its successors and assigns, as follows:
First: That the tenant will save and hold harmless the Company, its successors and assigns, from all damage, injury, or liability that may arise from the destruction or injury of any building, 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, where 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 persons 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 set up 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 or 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 at his or their necessary license or assignee.
Eighth. originals of this agreement are executed simultaneously.
Signed, sealed and Delivered } J. H. Wilder & Co. (LS)
in presence of } Central of Georgia Rail-
A. C. Wilder } way Company. (LS)
T. B. Davis } By F. S. Jette
J. E. Wilson } Supt Transportation
Central of Georgia Railway company (over.)

DOCUMENTARY STAMP AMT $ 25 Cts.

State of Georgia } J. Daniel Dawe a Notary Public
County of Chattooga } in and for said county and State hereby certify that J. E. Wilson a subscribing witness to the foregoing agreement, known to me, appeared before me this day and, being sworn, stated that F. S. Jette did voluntarily execute 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 F. S. Jette 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 25 day of Sept A. D. 1899.

Daniel C. Dawe.
N.P. C. Co. Ga.

State of Alabama } J. M. A. Jennings a Justice of
County of Shelby } the Peace in and for said County and State, hereby certify that A. C. Wilder a subscribing witness to the foregoing agreement, known to me, appeared before me this day, and, being sworn, stated that he & the other subscribing witness voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bear

date, that he attested the same in the presence of the said M. A. Jennings 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 9 day of October. A.D. 1899.

M. A. Jennings J.P.

Filed for record Oct 10 - 1899. recorded

A. P. Longshore
Judge of Probate