

R E Casper State of Alabama This agreement made on  
 To County of Shelby this 7<sup>th</sup> day of August 1902,  
 Central of between R E Casper of the County  
 Ga. RR Co. of Shelby State of Alabama of the first part, here-  
 inafter called the tenant and the Central of Georgia Rail-  
 way Company of the second part, hereinafter called  
 the Company: Witnesseth: That whereas said ten-  
 ant desires with the permission of the Company to  
 occupy a portion of the right of way or land of the  
 Company in Shelby County Co., Ala., for  
 the purpose of erecting thereon a seed house 18 X  
 30 feet, also, a set of wagon scales, said seed house  
 to be built and painted in accordance with standard  
 of the Central of Ga. Ry Co., and kept in good repair, the  
 location of which is more fully shown by the annexed  
 plat which is made a part of this paper. Ed  
 Whereas the tenant is not desirous of affecting  
 in any manner the right of the Company to its  
 full 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 suc-  
 cessors 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 distinction

or injury to 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 & Hold Harmless the Company, its successors & assigns, from all damage to person, that may partly or wholly arise from or be traceable to the occupancy of said premise by the tenant or any other person, & to & whether such damage be caused by the negligence of the Company's employees or any <sup>from any</sup> 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 tenanted at Will, subject to the notice hereinabove specified.

Forth - That the tenant covenants & agrees, in consideration of the permission & license afforded to subtenant the said premise to the Company, its successors or assigns, to remove all obstructions, buildings, or improvements thereon upon receiving thirty days notice from the Company, its successors or assigns. Said notice may be given to any person in possession of the premise.

Fifth: That in case of failure to deliver said possession & remove said obstruction the Company, its successors, or assigns, shall have the right upon the expiration of the period above mentioned, or at any time thereafter, to enter upon & take possession of the premises, & all buildings, improvements, structures & personal property then remaining thereon, <sup>shall be</sup> & remain, 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 & 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 <sup>and</sup>

Executors, administrators, and any person who may enter upon said above described premises as his or their successors, licensee or assignee.

R. E. Casper (Seal)

Central of Ga. Ry

Co. By Thomas

D. Kline ~~etc.~~ (Seal)

General Sup't.

Signed Sealed & delivered

in presence of

W. B. Lawley

J. D. Stewart

D. E. Wilson

Thomas F. Smith

N.P.C. Ga.

State of Alabama

County of Shelby

I, W. F. Faesker, Notary Public in and for said County,

do hereby certify that aforesaid

Lawley a subscribing witness to the foregoing agreement known to me, appeared before me this day and being sworn states that R. E. Casper 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 said R. E. Casper and of the other witness and that such other witness subscribed his name as a witness in his presence

Given under my hand this 7<sup>th</sup> day of August A.D. 1902.

W. F. Faesker, N.P. Ex. off. J.P.

State of Georgia

County of Chattooga

I, Thomas F. Smith a Notary Public

in and for said County & State, here


do hereby certify that D. E. Wilson a sub-

scribing witness to the foregoing agreement, known to me, appeared before me, this day, and being sworn states that Thomas D. Kline 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 Thomas D. Kline and of the other witness and that such other witness subscribed his name as a witness in his presence.

Thomas F. Smith

N.P.C. Ga.

John H. Miller  
J. D. Stewart  
D. E. Wilson



Filed for record August 8<sup>th</sup> 1902, 2d recorded  
A. P. Longshore  
Judge Probate