Centrac of Georgia Ry to Birmingham Oil Mill

State of Georgia
County of Chatham

This agreement made on the 21st day of December 1903 between Birmingham Oil Mill of the county the county of —— State of — of the first part hereinafter called the tenant and the Centrac 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 or land of the Company in Thunderbolt Chatham county Georgia, for the purpose of erecting thereon a seed house, 18 X 20, feet to be built in accordance with the Standard of the Centrac of Georgia Railway Company, painted or whitewashed & kept in good repair, the location of which is more fully shown by 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 free and undisturbed possession of the premises nor the 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 the premises as aforesaid -

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

First, that the tenant will ~~hold~~ 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 building improvements or furniture 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 ~~hold~~ 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 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 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 begiven 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 there 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 successors, licensee

or assignee.

Birmingham Oil Co. (L.S.)
Per F H Vernon (L.S.)
Secy & Treas. (L.S.)

Signed sealed & delivered in presence of —
A.R. Forsyth
S.E. Wilson
A & L Wilson

Central of Georgia (L.S.)
Railway Company (L.S.)
By Thos. D. Kline
General Superintendent

State of Georgia
County of Chatham

I C.A. Corson a notary Public in and for said County and State, hereby certify that S.E. Wilson a subscribing witness to the foregoing agreement, known to me, appeared before me, on this day that & being sworn stated that Thos. D. Kline voluntarily executed the same ~~voluntarily on the day~~ 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 other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand & seal this 4th day of December A.D. 1903.

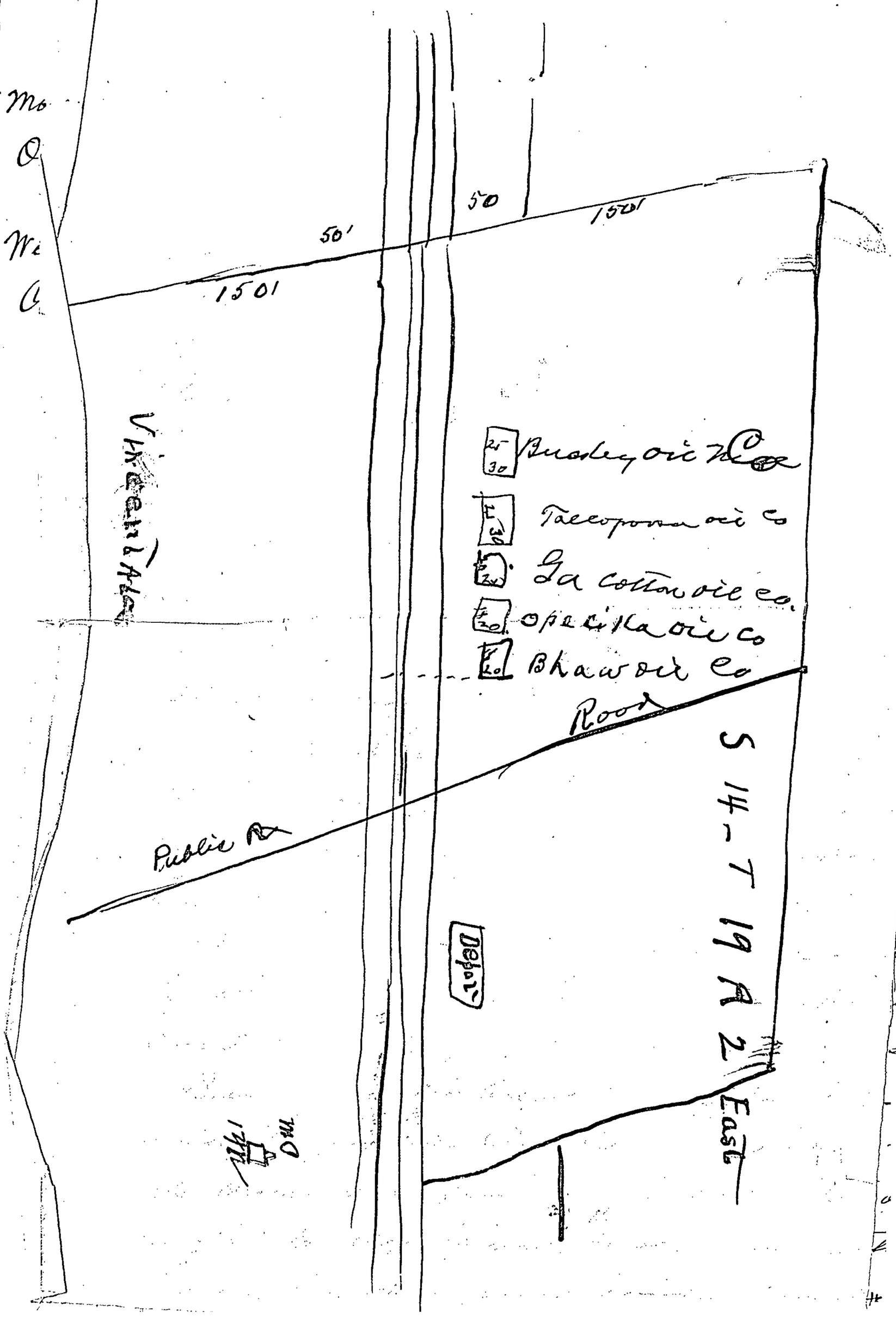
C.A. Corson, N.P.
Chatham Co. Ga.

State of Alabama
County of Jefferson

I W.H. Moore a notary public in and for said County and State, hereby certify that A.R. Forsyth, a subscribing witness to the foregoing agreement, known to me, appeared before me, this day, and being sworn stated that F.H. Vernon, voluntarily ~~on the day~~ the 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 F.H. Vernon and of the other witness and that such other witness subscribed his name as a witness in his presence.

Given under my hand this 23rd day of December 1903.

W.H. Moore, Notary Public

W H Moore
notary Public
Jefferson Co Ala

Filed for record 30th day of Dec. 1903, & recorded
A. P. Langston
Judge of Probate