State of Alabama, } This Agreement Made our this - day of - 19-
County of Shelby } between J. B. Turner, of the County of Shelby State of Alabama, of the first part, hereinafter called the Tenant and H. M. Atkinson and J. F. Parrott, Receivers for Atlanta, Birmingham & Atlantic R.R. 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 Chelsea, Shelby County, Alabama, for saw-mill and loading grounds, described as follows: Beginning at a point on the south side of Twenty-five (25) feet from, measured at right-angles to the Center line of the Atlanta, Birmingham & Atlantic Railroad Company's main track at a point four hundred and twenty-five (425) feet West of said Company Mile Post D-413, thence southerly at right-angles to said Center line, one hundred and fifteen (115) feet to a point; thence Westerly parallel to and one hundred and forty (140) feet from said Center line, two hundred and eighty (280) feet to a point; thence northward and at right angles to said Center line one hundred and fifteen (115) feet to a point; thence Easterly parallel to and twenty-five (25) feet from said Center line, two hundred and eighty (280) feet to a point of beginning: being more fully described on plat file No. A.-207, hereto attached and made a part of this lease, the location of 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 the interfering in any way with any of the rights of the Company relating 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 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 damage, injury or liability that may arise from the destruction or injury of any building, improvement or personal property of any description, including contents of such buildings, belonging to tenant or other parties 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; and that the tenant will save and hold harmless

the Company from any and all damages to persons or property which may be caused by any defect in any building or structure which may be occupied or erected by the tenant.
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, or will he at any time to said property against the Company, its successors or assigns, but will hold the same only as tenants-at-will, subject to the notice hereinafter specified.
Fourth: That the tenants 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, and that this contract and the possessory interest of the tenant in and to said premises shall terminate upon the expiration of said period named. Said notice may be given to any person in possession of the premises or, at the option of the Company, to the tenant by mail, postage prepaid and addressed to the place of residence of the tenant herein stated. This agreement to terminate without notice five years from date thereof.
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 without further notice; 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, any person who may enter upon said above described premises as his or their successors, or licensee or assignee; transfer or assignment of this agreement by the tenant cannot be made by the tenant without the written consent of the Company.
Eighth: That the tenant will paint the said - - with

paint of the standard color of the company, and will keep the same so painted and in good repair at all times during the life of this agreement; and moreover, will prevent the posting of circus or other advertising bills or signs upon the said — except the usual business sign of the tenant.

Signed sealed and delivered for the Company in the presence of; B. A. Wright
N. O. F. Co. Ga.

Seal

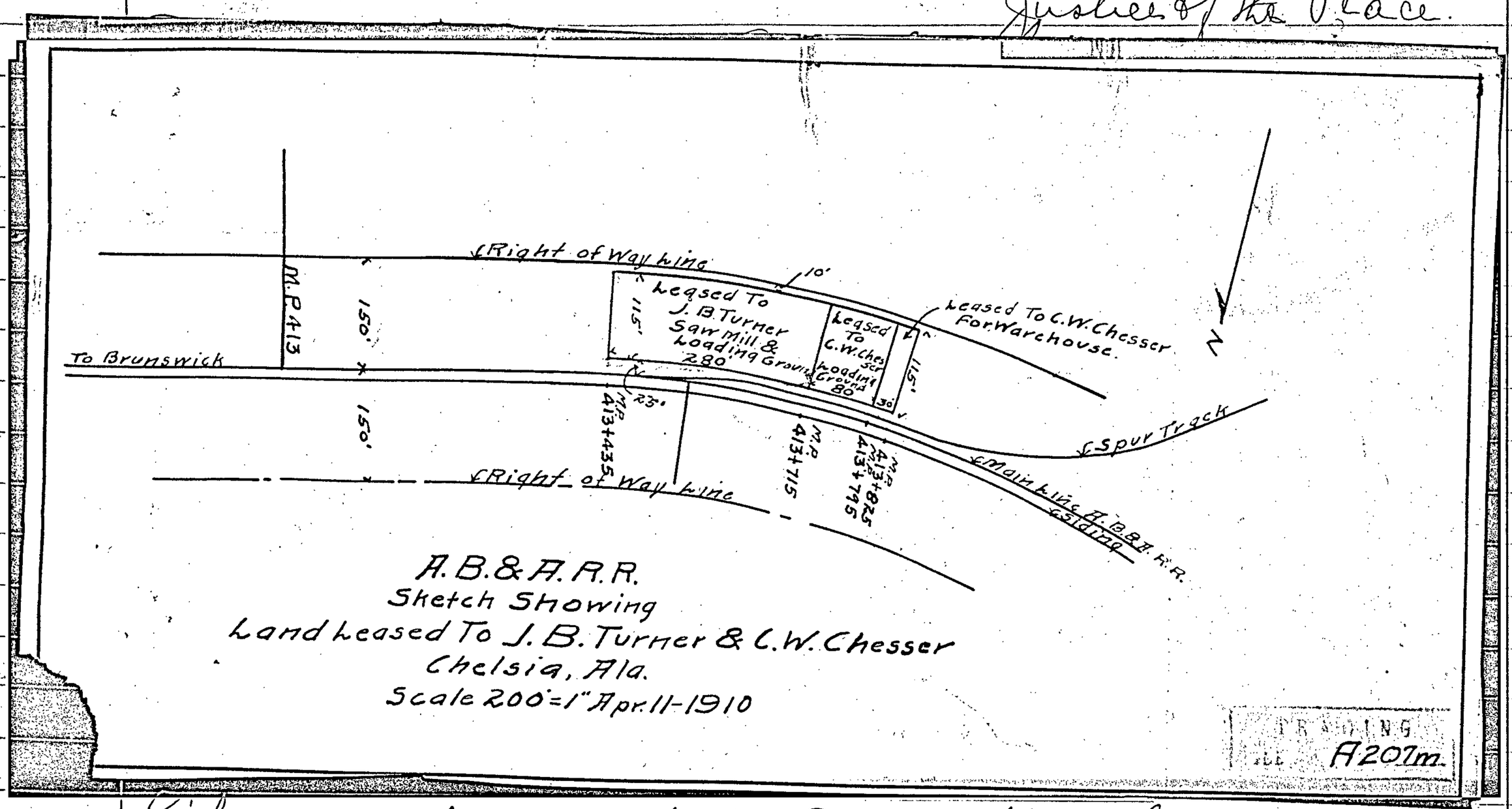
A. M. Atkinson
A. F. Forrott
Receivers for Atlanta, Birmingham & Atlantic Railroad Company
Alex Bonney
General Manager
J. B. Turner

State of Alabama,
County of Shelby.

I, N. M. Doris Justice of the Peace in and for said County in said State hereby certify that J. B. Turner whose name are signed to the foregoing lease, and who is known to me, acknowledged before me on this day that being informed of the contents of said lease, he executed the same voluntarily on the day the same bears date.

Given under my hand, this the 6th day of August, 1910.

N. M. Doris
Justice of the Peace.



Filed and recorded August 12th 1910
A. P. Longshore
Judge of Probate