State of Georgia } This agreement made on this 25 day of Sept.
County of Chatham } 1911, between R. E. Casper 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 said Company to occupy a portion of the right of way or land of the Company in Sterrett, Shelby County Alabama, enclosed by fence on North side of track beginning 2842 feet west of M.P. 128 and extending in a westerly direction 53 feet 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 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 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 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 danger 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 shall 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 a tenant at will subject to 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 thirty 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 further 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; but nothing herein contained shall be so construed as to confer upon the tenant the right to transfer or assign this agreement or sublet the premises herein described without the written consent of the Railway Company being first endorsed hereon.

Eighth. If the tenant shall fail or refuse to surrender the premises to the Company upon the expiration of the notice stated in paragraph Fourth, the tenant shall thereafter be liable and agrees to pay the Company for rent of the said premises, at the rate of five dollars per month until the Company shall resume or retake possession of the premises under the provisions of this agreement.

Signed sealed and delivered by the tenant in the presence of
C. C. Goodwin

Signed sealed and delivered by the Company in the presence of
J. N. McDonough Jr.
J. F. Mixth

R. E. Cosper, L.S.
Central of Georgia Railway Co.
J. T. Johnson, L.S.
General Superintendant.

State of Georgia
County of Chatham } I, J. F. Smith a Notary Public in and for said County and State hereby certify that J. N. McDonough Jr. a subscribing witness to the foregoing agreement known to me appeared before me this day and being sworn stated that J. T. Johnson 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 J. T. Johnson 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 15th day of September A.D. 1911.

(Seal) D. F. Mint
Notary Public Chatham County Ga.

State of Alabama } I, C. E. Goodwin a Notary Public hereby certi-
County of Shelby } fy that R. E. Cosper whose name is signed to the foregoing agreement and is known to me acknowledged before me this day that being informed of the contents of the foregoing agreement, he executed the same voluntarily on the day the same bears date
Given under my hand this 25 day of Sept. A.D. 1911.

(Seal) C. E. Goodwin.

The State of Alabama }
Shelby County } I hereby certify that the within conveyance was filed in this office for record 16 Oct. 1911, at 3 o'clock P.M. and recorded in Deed Record 46 pages 556 to 8 and examined
A. P. Longshore Judge of Probate.