State of Georgia, } This Agreement made on this 20th day of
County of Fulton. } May 1914, between J. P. Chesser of the
County of Shelby State of Alabama of the first part, hereinafter
called the tenant and E. T. Lamb, Receiver for Atlanta, Birmingham & Atlantic Railroad 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 the town of Chelsea, Shelby County, Alabama for warehouse purpose, and more particularly described as follows: Beginning on the South side of the track eleven hundred sixty (1160) feet West of Mile post D-413; thence in a Southwesterly direction away from and at right angles to the Center line of said Spur track a distance of twenty three (23) feet to a point which is also one hundred and eight (108) feet measured in a Westerly direction from the West side of the Company's Depot platform, said point to be the point of beginning; thence in a Southerly direction 108 feet from and parallel with the extended line of said West end of Depot platform, thirty (30) feet; thence in a Westerly direction away from and at right angles to said described line twenty-four (24) feet; thence in a Northerly direction parallel with and 132 feet from said line a distance of thirty (30) feet; thence toward and at right angles to said line a distance twenty four feet (24) to the point of beginning, the location of which is more fully shown by the annexed plan Ill. A-208-d, 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 relative thereto, and Whereas the Company has consented to license for the term hereinafter 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 damages, 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 building, 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 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 thereon upon receiving thirty 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.

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 than 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 agreement 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 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 can not be made by the tenant without the written consent of the Company.
Eighth; That the tenant will paint the said — — with paint 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.
Ninth; That the Tenant shall pay an Annual Rental of Four ($4.00) Dollars, payable annually in advance.

Approved for Traffic Department
J. L. Sewood
Traffic Manager

E. F. Lamb Receiver for Atlanta, Birmingham & Atlantic R.R. Company.
By B. J. Bugg
Assistant General Manager.

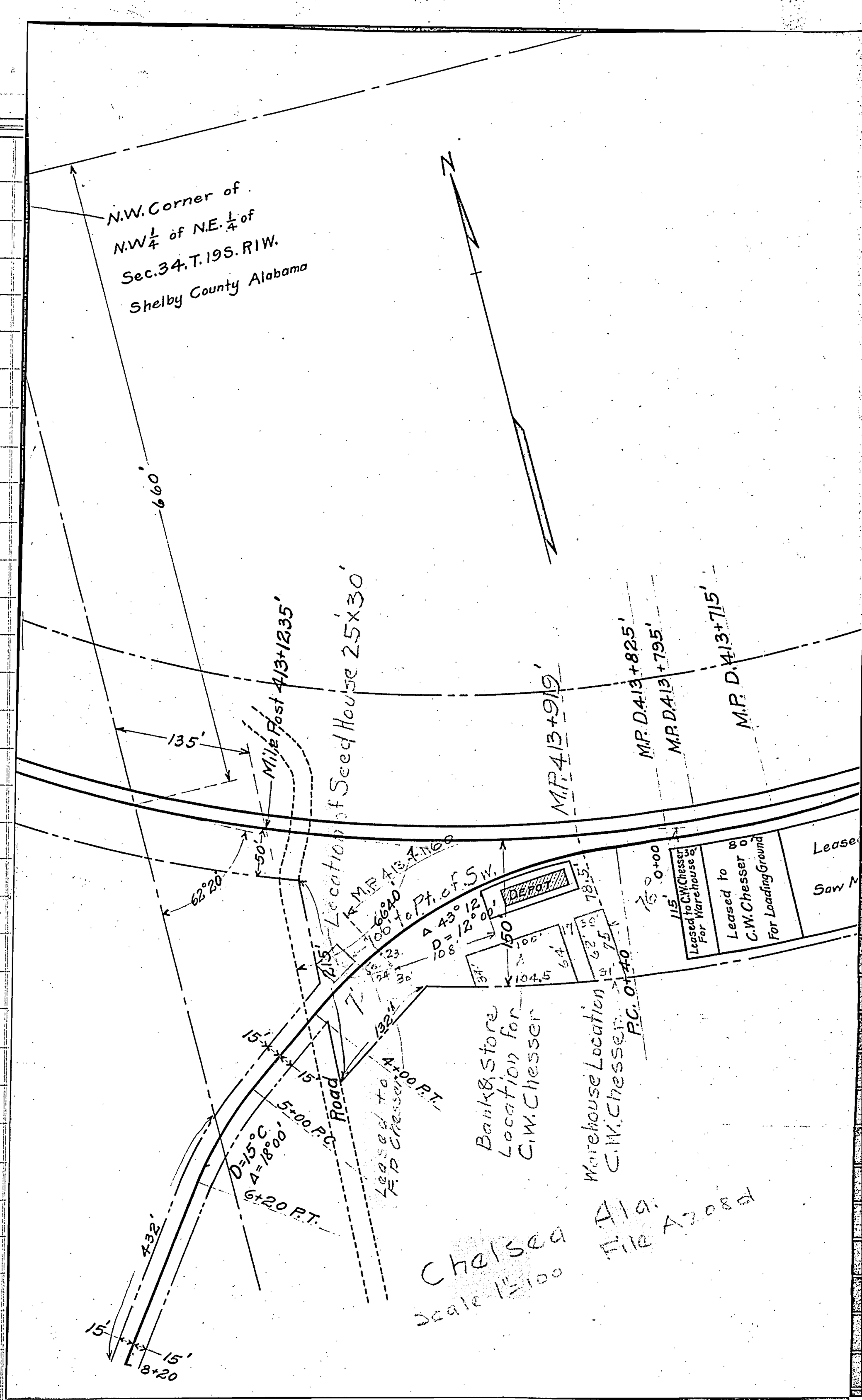
Signed sealed & delivered for the Company in the presence of E. B. Rarson
John T. Pickard Notary Public Fulton County Ga.

Signed sealed and delivered by the Tenant in the presence of J. C. Harper.

J. P. Chesser

State of Alabama, County of Shelby. } J. C. Harper a Justice of the Peace in and for said County in said State, hereby certify that J. P. Chesser, Tenant, whose name is 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 and seal this the 20th day of May 1914.

J. C. Harper (L.S.)
Justice of the Peace.



The State of Alabama, Shelby County. } I hereby Certify that the within Conveyance was filed in this office for record 1st June 1914, at 1 o'clock P.M. and recorded in Deed Record 54 Pages 604-607 and examined.

A. P. Lamphon Judge of Probate