State of Georgia. } An Agreement Dated the — day
County of Chatham } of — 19— between the Central of Georgia Railway Company, a Corporation created by and existing under the Laws of the State of Georgia and United States Railroad Administration, W. G. McAdoo, Director General of Railroads, by W. A. Winburn as Federal Manager of Central of Georgia Railroad portion of the first part hereinafter collectively called the Landlord, and W. C. Brayles of the County — State of — party of the second part, hereinafter called the Tenant.

Witnesseth: That the Landlord doth hereby demise and let unto the Tenant all that certain following described property to-wit: In Shelby County Alabama on South side of tracks lying Space 100 feet by 400 feet to be used for cultivation; beginning at a point 75 feet East of Mile Post B-409 and extending in an Easterly direction 400 feet. Right of way 200 feet wide, the location of which is more fully shown in red on blue print of Plan No. 5091 attached, which is hereby made a part of this agreement.

And it is hereby mutually covenanted and agreed by and between the Landlord and the tenant for themselves, their respective heirs, executors, administrators, successors and assigns in manner following: It being understood that the premises are demised under and subject to these covenants, and that they are to inure and be regarded as strict legal conditions, and shall be binding upon the successors and assigns of the parties hereto.

1. This lease may be terminated by either party upon thirty (30) days' notice in writing to the other. The Landlord may give the notice to the Tenant or any other person in possession of the premises, and the Tenant will, within said thirty (30) days vacate the premises and remove all obstructions, buildings, improvements and personal property placed or erected thereon by the Tenant. All obstructions, buildings, improvements and personal property remaining on the premises at the expiration of such period shall become the property of the Landlord.

2. The Tenant will indemnify and hold harmless the Landlord against any and all liability, loss, cost damages or expense (1) which may arise from the destruction of or injury to any building improvement or personal property on the demised premises whether or not the same shall be attributable to the negligence of the Landlord or its servants or agents, and (2) which may arise from the homicide of or injury to the person of the Tenant or any other person while on or about the demised premises in connection with the business of the Tenant, and whether or not the same shall be attributable to the negligence of the Landlord or its servants or agents.

3. The Tenant agrees to keep the premises clear of dry grass, weeds and other combustible material.

4. If the Tenant at any time during the continuance of this agreement should become insolvent or bankrupt, or if his property should be placed in the hands of a Receiver, then this lease shall, at the option of the Landlord, cease and become void, and the Landlord shall have the right to resume

and retake possession of the property without any accountability whatsoever to the Tenant or to his Estate.
5. The Tenant will record this instrument and any future agreements with reference to this premises at his own expense.
6. The Tenant Covenants and agrees to pay to the Landlord as rental for said premises the sum of no rental charge payable in advance.
7. The Tenant shall not have the right to assign this Lease or sublet the premises without the written Consent of the Landlord being first endorsed hereon.
8. The payment of the rent hereby reserved for a year in advance, or for any longer period than a monthly period shall not be construed to extend the term of this Lease or limit the right of termination as provided in paragraph One hereof.
9. The Tenant Covenants and agrees that no adverse claims or rights shall accrue against the Landlord and no implied dedication of any of its rights of way or property for streets or roads shall result by reason of the use by the Tenant or the public of any portion of the Landlord's premises for the purpose of ingress and egress to and from the property hereby leased to the Tenant.
10. This agreement of W. G. McAdoo Director General of Railroads shall not extend beyond the period of Federal Control of railroads, and unless sooner terminated shall, as to him, terminate at the end of such Federal Control.
In Witness Whereof, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered by the Landlord in pres. of - E. McPhelan. Notary Public. Lucian J. Bros.

Central of Georgia Railway Company and United States Railroad Administration W. G. McAdoo, Director General of Railroads, W. H. Winburn as Federal Manager of - Central of Georgia Railroad. By E. B. McCuen Land and Tax Agent.

Signed, sealed and delivered by the Tenant in presence of - R. B. Ray L. P. Leland

W. A. Brayles (L.S.)

NW 1/4 - SW 1/4 - SEC

CRESSWELL

ALA

S 1/4 36

T 19 R 2

Heard

Mobile

Sheet

J. P. Pearson

Iron Monument 9-3-70

Iron Mon 10-23-13

90+55

91+77

G. W. Wallace

2159 Telegraph 4"x4"x8' Box

Grade

21589+25

21588+78

Iron Mon 10-23-13

Store

Warning

DEPOT

Cut

Fill

M.P.

C-118 DB 89

No 1.

No 4.

No 3.

888

400'

Deed No 53

Iron Mon 10-23-13

75'

100'

Trespass Warn.

Iron Mon 10-23-13

Iron Monument 9-2

21588+71

Iron Mon 10-23-13

J. P. Pearson

ELBY COUNTY ALA.

GEORGIA R.W.Y. RE-SURVEY

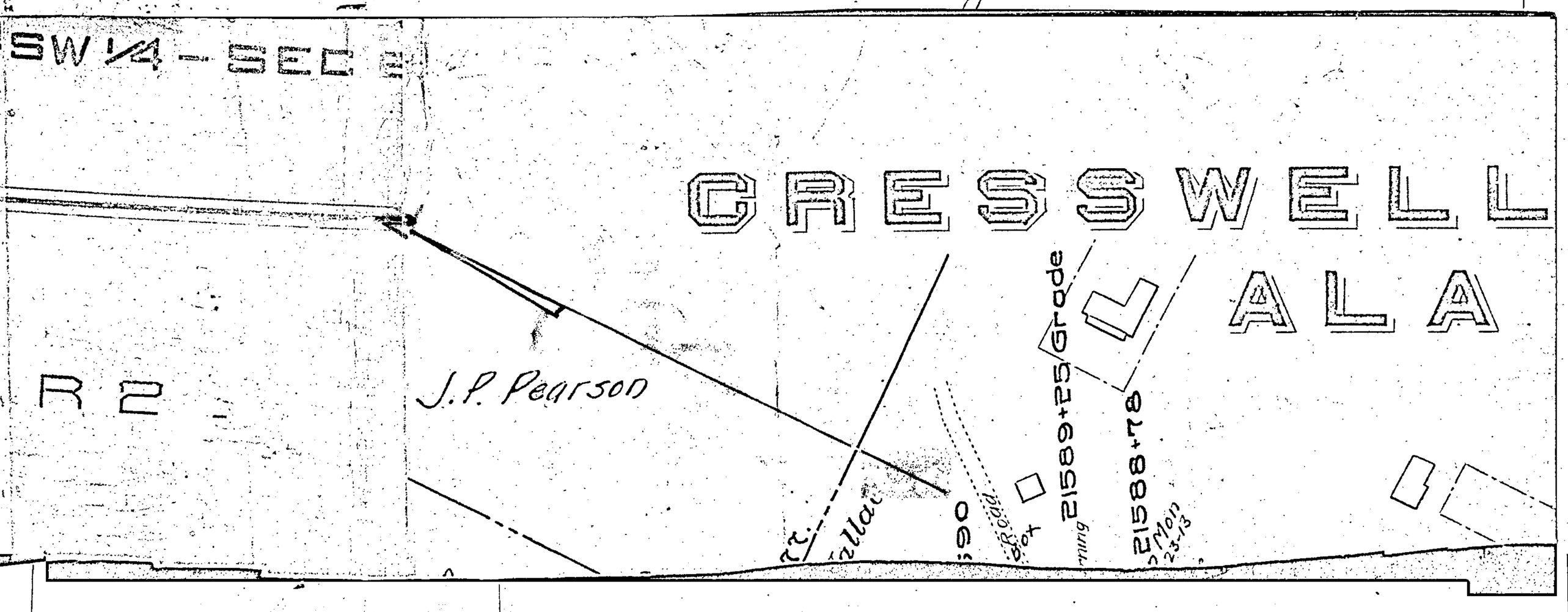
857

Plan 5091

State of Georgia, County of Chatham. } I, E. McPhelan, a Notary Public in and for said State and County, do hereby certify that E. B. McCrea, acting for Central of Georgia Railway Company and United States Railroad Administration, W. G. McAdoo, Director General of Railroads, by W. R. Wisburn, as Federal Manager of Central of Georgia Railroad, whose name is signed to the foregoing agreement and is known to me, acknowledged upon 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, on behalf of Central of Georgia Railway Company and United States Railroad Administration, W. G. McAdoo, Director General of Railroads by W. R. Wisburn as Federal Manager of Central of Georgia Railroad.

Given under my hand and seal this 23rd day of Dec. 1918.

E. McPhelan (Seal)
Notary Public, Chatham Co. Ga.



The State of Alabama, Shelby County. } I hereby certify that the within agreement was filed in this office for record 4 day of Jan. 1919, at 4 o'clock P.M. and recorded in Deed Record 64 Pages 540-543 and examined.

G. W. Mason - Judge of Probate