Contract

AN AGREEMENT made and entered into this May 4th, 1925 between Central of Georgia Railway Company, a corporation created by and existing under the laws of the State of Georgia, hereinafter called the lesser of the first part. and J. A. Kreis, Knoxville, Tennessee, hereinafter called the lessee of the second part.

- 1. The covenants herein contained are made by the parties hereto in mutual consideration of the covenants of the other and the same shall be binding upon and available to the successors and assigns of the respective parties, but no assignment hereof by the lessee shallbe valid except with the written consent of the lessor endorsed here on.
- 2. In consideration of the rents hereinafter reserved to be paid and the covenants to be performed by the lessee the lessor has demised, leased, and to-farm-let, and by these presents does demise, lease and to-farm-let unto the lessee the following material;
- 3,121 feet 60-1b. steel rail and angle bars for the urpose of constructing track at Calcis, Alabama, for and during the full term or period of one year beginning from the 26th day of March, 1925, and thereafter until this lease shall be terminated by either party giving to the other sixty (60) days notice in writing of its desire to terminate the same.
- The material herein described shall be delivered to the lessee by the lessor f.o.b. at Calcis, Alabama, as soon as practicable after the execution of this agreement.
- The lessee agrees to pay the lessor as rental for said material, Three (\$3.00)

 Dollars per annum per ton of 2240 pounds on twenty nine (29) gross tons, said rental payable in equal monthly installments in advance on the first day of each and every month during the continuance of this agreement.
- The lessee shallnot use or allow to be used said material for any purpose other than that hereinbefore specified, nor affix the same to land over which the lessee has not a lawful right of way for railroad purposes, nor remove, nor allow to be removed the same from the location above specified without the written consent of the railway company first had and obtained.
- 6. It is expressly understood and agreed that the material hereby demised is delivered to the lessee in relaying condition, and that upon the expiration of this agreement or its termination in any manner the lessee is to remove and redeliversaid material to the lessor at Calcis, Alabama, in the same condition as delivered to the lessee, ordinary wear and tear excepted and in the event of the lessee's failure so to do the lessor shall have the option to enter upon the premises wherever such rail and angle bars are located, and remove and retake the same, and the lessee will repay to the lessor the cost of removing material and replacing at Calcis, Alabama.
- 7. The lessee will pay the expenses of having this agreement properly recorded in the

County or Counties where the material is to be used.

- 8. The lessee will pay all taxes and assessments that may be assessed in respect of or charged against this material hereby demised during the continuance of this lease. Upon his failure so to do, the lessor may, at its option, may the same, in which case the lessee covenants to promptly repay to the lessor the amount so paid with all interest and costs, upon the presentation of proper bill therefor.
- 9. If the lessee shall fail or neglect to pay any installment of rent promptly as herein provided for, or to keep any other of the conditions, covenants, obligations and stipulations in this contract, the lessor shall be at liberty to resume possession of all of the property herein leased immediately or at any time therea ter, it being expressly understood and agreed that a waiver at any time by the lessor of a breach of any provision of this agreement shall extend to the particular breach so waived and shall not in any manner impair or affect the existence of said provision or the right of the lessor, its successors and assigns to thereafter avail itself of such provision and any subsequent breach there of.
- The lessee, in cinstructing track from the material hereby agreesto place under each thirty foot section of said track not less than fifteen (15) good and sound cross ties, and that it will thereafter maintain said track with said number of cross ties to the section of thirty feet, and will protect the said material from damage while in its possession.
- The lessee further agrees that the rail herein leased shall be subject to inspection from time to time by said lessor, and the lessee agrees to make such alteration and changes in the track as in the judgment of the lessor are necessary in order to protect said rail and other material from damage.
- Should the lessee at any time during the continuance of this agreement be or become insolvent or bankrupt or be put in the hands of a receiver, the Railway Company, may, at its option, cancel the contract immediately or at any time thereafter, and may enter upon and resume possession of the track and material therein without any liability or accountability to the lessee, or to the estate or trustee of such bankrupt, or to the receiver.
- As one of the express conditions hereof, and one of the main considerations moving the lessor thereto, the lessee covenants and agrees without other qualifications or conditions than are hereinafter expressed that they and all others who may at any time be in possession of the material hereby leased will route or cause to be routed via the lines of the lessor and the Ocean Steamship Company of Savannah (in which the lessor is largely interested) or of any other Company whose relations to the lessor may be similar thereto, all shipmen in or out of freight made either by, to or for account of the lessee, or occupant when such shipments are to or from points reached by either of the said lines and their connections, the covenants being on the sole condition that lawful and open rates and facilities shall be equal.

IN WITNESS WHEREOF the parties have caused these presents to be executed in duplicate by their officers, thereunto duly authorized on the day and year first above written.

Executed by Central of Georgia Rai Iway Company in Chatham County, Ga. in the presence of:	P
L. W. Ryle	
C. C. Cronk Notary Public hatham, Co. Ga.	
Executed by J. A. Kreis in Knox County, in the presence of:	
C. Leach	
Newton Calloway	

CENTRAL OF GEORGIA RAILWAY COMPANY
By H. D. Pollard-General Manager

Attest:

Secretary

J. A. Kreis

By J. A. Kreis

Attest _____Secretary

THE STATE OF ALABAMA)

SHELBY COUNTY

I, L. B.Riddle, Judge of Probate hereby certify that the within contract was filed in this office for record June 9th 1925 at 2 oclock P.M. and recorded in Deed record 78 page 247 and examined.

L. B.Riddle--Judge of Probate