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AGREEMENT

STATE	OF	GEORGIA)
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AN AGREEMENT dated this __day of ______ 192 __ between the Central of Georgia ailway Company, a corporation created by and existing under the laws of the State of Georgia, party of the first part, hereinafter called the Landlord, and J. W.Arthur of the county of Shelty State of Alabama 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: At Vincent Shelby County, Ala. on the north side of the tracks, being space 120 ft. by 150 ft. on which to construct saw mill and planing mill; beginning 3897 feet west of Old Mile-Post S-412 and extending westwardly 150 feet, Birmingham District (right of way on north side 150 feet wide). All improvements to be kept in a good state of regain and no obstructions to be placed less than 15 feet from the center of the nearest track. The smoke stack to be equipped with a modern type spark arrester and all shavings, bark, saw dust and all rubbish and refuse to be kept removed from the premises. As one of the express conditions hereof, and as one of the main considerations moving the landlord thereto, the Tenant covenants and agrees without other qualifications or conditions than are hereinafter expressed, that he and all others who may at any time occupy any portion of the premises now occupied by the Tenant, will route or cause to be routed via the lines of the Landlord and of the Ocean Steamship Company of Savannah (in which the Landlord is largely interested, or of any other company whose relation to the landlord may be similar thereto, all shipments in or out, of freight made either by, to or for account of the Tenant or occupants, where such shipments are to or from points reached ty either of the said lines and their connections, this covenant being on the conditions that lawful and open rates and facilities shall be equal. The location '''' 172-82 of which is more fully shown in red on blue print of Plan No, 5093 attached, which is hereby made a part of this agreement. And it ishereby 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 unders stood that the premises are demised, under and subject to these covenants and trat 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 or 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, damage or expense (1) which may arise from the destruction of or injury to any building, improvements or personal property on the demised premises, whether or not the same shall be attributable to thenegligence 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 tankrupt 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.
- The tenant will record this instrument and any future agreements with reference to the premises at his own expense.
- 6. The tenant covenants and agrees to pay to the LandLord as rental for said premises the sum of (\$3.00) Three and no/100 ollars payable monthly in advance.
- 7. The tenant shall not have the right to assign this lease or sub-let 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 or 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 purposes or ingress and egress to and from the property hereby leased to the tenant.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written .

Signed sealed and delivered by the landlord in presence of:

J. W. Adams --

Central of Georgia Railway Company By C. B. Nilhans-Real Estate Engineer

J. W. Arthur (L.S.)

Signed, sealed and delivered 'by the tenant in presence of_____

Frank W. Campos Notary Public

The signature of both the landlord and the tenant should be witnessed by two witnesses one of whom must be a Notary Public. If the property is in the State of Georgia, the Notary Public should not sign the form of acknowledgment below, but should sign in the place provided for subscribing witnesses, opposite the signatures to the lease. If the property is situated in Alabama or Tennessee, it is necessary for the Notary Public to execute the form of acknowledgment as below.

STATE OF GEORGIA

COUNTY OF CHATHAM

I, Frank W. Campos, a Notary Public in and for said State and County do hereby certify that C. B. Nilhams acting for Central of Georgia Railway Company 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, on behalf of Central of Georgia Railway Company. Given under my hand and seal this 15th day of February, 1928.

Frank W. Campos--Notery Rubic Chatham County Georgia

STATE OF ALABAMA)
COUNTY OF SHELBY

I, W. C. Welch, a Notary Public in and for said State and County do hereby

certify that J. W. Arthur whose name is signed to the foregoing agreement and who 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 and seal this 29 day of $^{\rm F}$ ebruary, 1928.

W. C. Welch--Notary Public

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, L.B.Riddle Judge of Probate hereby certify that the within agreement was filed inthis office for record March 1st. 1928 at 4 oclock P.M. and recorded in Deed record 85 page 413 and examined.

