

used and enjoyed solely at the risk of the Licensee, and that the Railway Company shall assume no responsibility in the premises; the Licensee hereby specifically agreeing to indemnify and save harmless the Railway Company against liability for any such loss, destruction, injury or damage, whether the same may result from the negligence of the Railway Company or otherwise.

5. That in the event that the Railway Company shall at any time hereafter require for its railroad purposes the whole or any part of its right of way so occupied and used by the Licensee hereunder, as aforesaid, then and in such event the Licensee will vacate said right of way, remove his said fence therefrom, and quietly and peaceably surrender to the Railway Company possession of the premises so occupied by him, within thirty (30) days from the date when the Railway Company shall have served upon him notice, in writing, so to do.

AND IT IS MUTUALLY COVENANTED AND AGREED:

6. That this agreement shall inure to the benefit of and be binding upon the respective successors, heirs and assigns of the parties hereto, as well as upon the parties themselves.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, each part being an original, as of the day and year first above written.

Signed, sealed and delivered,

in the presence Of:

Robt. H. Smith
Mary J. Connell

Subscribing witnesses.

SOUTHERN RAILWAY COMPANY,
BY John B. Hyde
Vice President.

L. S.
ATTEST:

Guy E. Mauldin
Assistant Secretary.



Signed, sealed and delivered

in the presence of:

Edna McDaniel
E. H. Bowers

Subscribing witnesses.

J. B. Gaddy (L.S.)
J. B. Gaddy

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34857

DISTRICT OF COLUMBIA,

ss:

City of Washington.

On this 26th day of February, 1944, at my office in said City aforesaid, personally appeared before me, Pearce Horne, a Notary Public in and for said District of Columbia, Robt. H. Smith, to me known and known to me to be one of the subscribing witnesses to the foregoing instrument, and made oath that he saw the within named John B. Hyde and Guy E. Mauldin, sign, seal and deliver the foregoing writing and instrument, as Vice President and Assistant Secretary, respectively, of said Southern Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Southern Railway Company, and that he, with Mary J. Connell, witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me, this
26th day of February, 1944.

Pearce Horne

Notary Public in and for the

District of Columbia
My Commission expires January 1, 1946.

STATE OF SOUTH CAROLINA,

ss

GREENWOOD COUNTY.

On this 18 day of February, 1944, at my office in said County aforesaid, personally appeared before me Pearl Raborn, a Notary Public for said State, Edna McDaniel, to me known and known to me to be one of the subscribing witnesses to the foregoing instrument, and made oath that she saw the within named J. B. Gaddy, sign, seal and deliver the foregoing instrument, as and for his act and deed, and that she, with E. H. Bowers, witnessed the due execution



Robt. H. Smith