

except that the Licensee shall not be held responsible for any loss of life or personal injury, or damage to cars or property of the Railway Company, accruing from its own negligence, without fault of the Licensee, its servants or employees.

7. That in the event the Railway Company shall, at any time hereafter during the life of this agreement, require for its railroad purposes the whole or any part of its right of way used and occupied by the Licensee hereunder, as aforesaid, then and in such event the Licensee will, upon thirty (30) days' notice, in writing, so to do, served upon it by the Railway Company, vacate said right of way of the Railway Company, remove therefrom said building, structures, conveyor and all other property of the Licensee, and restore said right of way to condition existing prior to the construction or placing of said building, structures, conveyor and other property thereupon; or, in default thereof, the Railway Company may, as it may elect, bring an action to require the vacation of said right of way and removal of said building, structures, conveyor and other property and the restoration of said premises, as aforesaid, or may itself remove the same and restore the said condition of said right of way, but at the expense of the Licensee.

AND IT IS MUTUALLY COVENANTED AND AGREED:

8. That this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, as well as upon the parties themselves, and shall supersede and cancel, in so far as it relates to the building, structures and premises hereinbefore mentioned and described, the agreement, in writing, heretofore made and entered into by and between the Railway Company and Piedmont Gin Company, bearing date of the 30th day of March, 1927, the Licensee herein having heretofore acquired all right, title and interest of said Piedmont Gin Company in and to said building and structures herein described.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, and their respective corporate seals to be hereunto affixed and attested by their proper officers, thereunto duly authorized, in duplicate, each part being an original, as of the day and year first above written.

Signed, sealed and delivered

in presence of:

Robt.H. Smith
Mary J. Connell

As to Railway Company.



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

L. S.

ATTEST:

Guy E. Mauldin
Assistant Secretary.

Signed, sealed and delivered
in presence of:

Albert Jordan
W. N. Wells

As to Licensee.

GREENVILLE COTTON OIL MILL, INC.,
BY: E. H. Lawton
President.

L. S.

ATTEST: W. B. Greyard
Secretary.

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DISTRICT OF COLUMBIA,
CITY OF WASHINGTON. SS:

On this 13th day of March, 1944, at my office in said District and City aforesaid, personally appeared before me, Pearce Horne, a Notary Public in and for the District of Columbia, Robert 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 written and instrument, as Vice President and Assistant Secretary, respectively, of 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 13th day of March, 1944.

Pearce Horne,

Notary Public in and for the District of Columbia,
My commission expires Jan. 1, 1946.



Robt. H. Smith