

The said party of the second part hereby agrees for itself, its successors and assigns, as a part of the consideration of this conveyance, to construct a warehouse of twelve thousand (12,000) square feet or more on the land hereby conveyed within two years from the date hereof, and said party of the second part further agrees that, if the said party of the second part or its successors or assigns, fails to complete the construction of said warehouse within such period of two years, the party of the first part shall have the right and option within ninety (90) days after the expiration of said two-year period to repurchase the property hereby conveyed, and upon receipt of written notice from the party of the first part of its intention to exercise that right and option, the party of the second part, its successors and assigns, further agree to reconvey the hereinabove described tract of land to the said party of the first part, its successors and assigns, in fee-simple, free and clear of all liens and encumbrances, in which event the said party of the first part, its successors or assigns, simultaneously with the execution and delivery to it of the deed of reconveyance, shall pay to the party of the second part, its successors or assigns the amount of the purchase price hereof, being the sum of Fourteen Thousand and Ninety Dollars, without interest; PROVIDED, HOWEVER, that in the event the construction or completion of said warehouse within the said two-year period is prevented for reasons beyond the control of the party of the second part, its successors or assigns, such as public emergencies, strikes, inability to secure materials, acts of God or war between the United States of America and a foreign government, the said party of the first part, its successors or assigns, agrees to grant an extension of one year within which the said party of the second part, its successors or assigns, shall complete the construction of said warehouse on said land, it being understood and agreed that, if for any reason the party of the second part, its successors or assigns, has not completed the construction of said warehouse on the land hereby conveyed, within three years from and after the date hereof, the party of the first part shall have the like right and option, within ninety (90) days after the expiration of said third year to repurchase the property hereby conveyed, and upon like notice the said party of the second part further agrees, for itself, its successors and assigns, to reconvey the same and shall be entitled to receive the said purchase price of Fourteen Thousand and Ninety Dollars, without interest, in all respects as provided with respect to the two-year period first mentioned. PROVIDED FURTHER, HOWEVER, that in event the party of the second part shall be required to reconvey the hereinabove described tract of land to the said party of the first part, its successors and assigns, as hereinabove in this paragraph set forth, then the party of the second part shall have and is hereby granted the right in its election and at its own expense to remove from the land any or all of the buildings, structures or improvements or part thereof which the party of the second part shall have constructed or placed upon the said land, such right of removal to continue for a period of ninety (90) days next following the date of such reconveyance and the party of the second part shall in such event have all reasonably necessary rights and easements to enter upon said land in order to perform or have performed such acts and things as may be necessary or convenient for the purpose of effecting such removal.

The recitals of fact made herein are to be taken only as recitals made by the Charleston & Western Carolina Railway Company and not by the said Trustee.

In Witness Whereof the said parties of the first and third parts have caused these presents to be duly executed by their respective Presidents or Vice Presidents and their respective Corporate Seals to be hereunto affixed and the same to be attested by the signature of their respective Secretaries or Assistant Secretaries, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

W. E. Smith

John L. Garbade

CHARLESTON & WESTERN CAROLINA RAILWAY
COMPANY

By C. McD. Davis
C. McD. DAVIS President

Attest: W. T. Marable
Assistant Secretary



W.E.

W. T. MARABLE
1915