

718  
Said by assign and set over all my right title and interest in the within lease for value  
bound to J. B. Rutledge and N. H. Crockett this 8th day of January, 1900.  
Signed sealed and delivered in presence of J. G. Davis Not. Pub. S.C.  
J. H. Boyd

State of Georgia } This agreement made  
County of Richmond } on this day of 18  
Between J. H. Boyd of the County of Greenville  
State of South Carolina, party of the first  
part, and the Charleston & Western Carolina  
Railway Company, party of the second part.  
Witnesseth, that Whereas said party of the first  
part desires with the permission of the party  
of the second part, hereinafter called the  
Company to occupy a portion of Right of way  
of the said Company in Greenville S.C. for the  
creation of a warehouse 61x24 for the storage of  
Cotton Seed & Fertilizers places to be submitted for ap-  
proval before erection of Building which is more  
fully shown by the annexed plat, which is made  
a part of this paper, and Whereas the party of  
the first part is not desirous of affecting in any  
manner the right of the Company to the full  
and undisturbed possession of the premises now  
of interfering in any way with any of the rights  
of the Company here to, and Whereas the said  
Company has consented that for the time here-  
inafter stated the party of the first part may occupy  
said premises as aforesaid to wit: for such length  
of time as may seem proper to the said Company.  
Now, Therefore, in consideration of the premises, and  
license aforesaid, the party of the first part hereby  
covenants and agrees with the said Company, its  
successors and assigns, as follows: First. That  
party of the first part will save and hold harmless  
the said Company, its successors and assigns from  
all damage, injury, or liability that may arise from  
the destruction or injury of any buildings, improve-  
ments, or personal property of any description by fire  
or any other cause whatever whether the same  
should be attributable to the negligence of the employees  
of the said Company or not unless such damage,  
injury, or liability is caused, increased or in any  
manner contributed to by reason of the use of the  
premises here under. Second. That the party of the  
first part will save and hold harmless the Company  
its successors and assigns from all damage,  
injury, or liability that may, partly or wholly, arise

719  
said premises by the party of the first part or  
any other person, whether such damage be  
caused by the negligence of the Company's  
employees or from any other cause whatever.  
Third. That the party of the first part does not  
now, nor will he set up title to said property  
against the Company, its successors or assigns,  
but will hold the same only as tenant at will,  
subject to the notice hereinafter specified.  
Fourth. That the party of the first part covenants  
and agrees in consideration of the permission  
and license aforesaid, to surrender the said  
premises to the Company, its successors and  
assigns, and remove all obstructions, buildings  
or improvements there from, upon receiving thirty  
days notice from the said Company, its successors  
and assigns. Said notice may be given to any  
person in possession of the premises. Fifth. That  
in case of failure to deliver said possession and  
remove said obstruction, the Company, its success-  
ors or assigns, shall have the right upon the ex-  
piration of the period above named, or at any time  
there after to enter upon and take possession of the  
premises; and all buildings, improvements, structures  
and personal property then remaining thereon shall  
be and become, the absolute property of said  
Company, with out any accountability to the tenant  
or any other person. Sixth. The tenant shall pay  
expense of recording this instrument, and any  
future agreement with reference to the premises.  
Seventh. The word "tenant" when used herein shall  
include the party of the first part, his heirs, execu-  
tors, administrators, and any person who may  
enter upon said above described premises as his  
or their successors license, or assignee.  
Eighth. Two originals of this agreement are executed  
simultaneously.  
Signed, Sealed and Delivered in presence of  
J. H. Boyd (seal)  
J. B. Little Charleston & Western Carolina  
H. B. Robin Railroad Co. by H. A. McNeill  
W. C. Livingston  
Notary for South Carolina