

Charleston & Western Carolina Ry. Co.

to

Tenancy at Will.

L.E. McKnight,
State of Georgia.

County of Richmond

THIS AGREEMENT, made on this 7th. day of June 1904 Between L.E. McKnight 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 at Fountain Inn, S.C. for the erection of a store, as shown on within sketch 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 nor of interfering in any way with any of the rights of the Company relative thereto; and

Whereas, the said Company has consented that for the time hereinafter stated the party of the first part may occupy the 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 said party of the first part hereby covenants and agrees with the said Company, its successors and assigns, as follows:

First, That the 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 building, improvements, or personal property of any description, by fire or from any other cause whatever, whether the same should be attributable to the negligence of the employees of said company or not, where such damage, injury, or liability is caused, increased or in manner contributed to by reason of the use of the premises hereunder, and the party of the first part agrees to insure and keep insured for benefit of the party of second part the said building and contents and all personal property on said lot.

Second. That the party of the first part will save and hold harmless the Company its successors and assigns, from all damage to any person that may partly or wholly arise from or be traceable to the occupancy of 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 part 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 or assigns, and remove all obstruction, buildings, or improvements therefrom, upon receiving thirty (30) days' notice from the said Company, its successors or 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 obstructions, the Company, its successors or assigns, shall have the right, upon the expiration of the period above named, or at any time thereafter, to enter upon and take possession of the premises, and all buildings, improvements, structures, and personal property, then re-

maining thereon shall be, and become, the absolute property of the said Company, without any accountability to the tenant or any other person.

Sixth. The tenant will pay the expense of recorded this instruments, and any future agreements with reference to the premises.

Seventh. The word "tenant" when used herein, shall include the party of the first part, his heirs, executors, administrators, and any person who may enter upon said above described premises as his or their successors, license or assignee.

Eighth--Originals of this agreement are executed simultaneously.

signed, sealed and delivered in presence of: L.E. McKnight (L.S.).

N.A. Kellett.

W.M. Chamblee.

F.S. Thompson.

L.W. McL. Moore.

(four Witnesses).

C. & W. C. Ry. Co. (L.S.).

by A.W. Anderson (L.S.).

General Superintendent.

State of South Carolina.

County of Greenville

Personally appeared before me W.M. Chamblee and made oath that he saw L.E. McKnight sign, seal and as his act and deed deliver the within written agreement for the uses and purposes therein mentioned, and that he, with N.A. Kellett in the presence of each other, witnessed the due execution thereof.

Sworn to before me, this tenth

W.M. Chamblee.

day of June A.D. 1904.

J.A. Adams --

Notary Public for S.C.

Recorded July 25th. 1904.

C. & W. C. Ry. Co.

Tenancy at Will.

to

L.G. Hughes.

State of Georgia.

County of Richmond.

THIS AGREEMENT, made on this 7th. day of June 1904, Between L.G. Hughes 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 at Fountain Inn, S.C. for the erection of a store, as shown by within sketch 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 not of interfering in any way with any of the rights of the Company relative thereto; and Whereas, the said Company has consented that for the time hereinafter stated the party of the first part may occupy the 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 said party of the first part hereby covenants and agrees with the said Company, its successors and assigns, as follows:

First. That the 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

129