

## Q. Q. Q.

State of Georgia,

County of Richmond,

This Agreement, made on this-----, day of-----, 190---, between J.D. Hunter 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 the Right of Way of the said Company in Town of Simpsonville, S.C., for the erection of a seed house.

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 relative thereto, And Whereas, the said Company has consented that for the time hereinafter stated, the part of the first part may occupy the premises as aforesaid; to wit: for such length of time as may seem proper for 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, injure, or liability, that may rise from the destruction or injury of any building, improvements, or personal property of any description by fire or from any other cause whatsoever, whether the injury, or liability is caused increased or in any 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 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 to 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 premises and license aforesaid, to surrender the said premises to the Company its successors or assigns and remove all obstructions, buildings, or improvements therefrom upon receiving 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 obstruction, 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 remaining 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 expenses of recording this instrument, 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, licensee or assignee.

Eighth,-----, originals of this agreement are executed simultaneously.

Signed, Sealed and delivered in presence of :

S.J. Wilson,

W.F. Gresham,

( four witnesses)

F.D. Hunter, (L.S.)

( over)

must be executed in the presence of two witnesses, and proved or acknowledged before a Notary Public, or other proper officer with an official seal, as per one of the following forms:

( Form for South Carolina)

State of South Carolina,

County of Greenville,

Personally appeared before me S.J. Wilson, and made oath that he saw F.D. Hunter sign, seal and as his act and deed deliver the within written agreement for the uses and purposes therein mentioned, and that he with W.F. Gresham, in the presence of each other, witnessed the due execution thereof.

W.F. Gresham,

Sworn to before me, this 20 day of Sept. A.D. 1907

Recorded Sept. 21st, 1907.

