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twelfth; that the said Railway Company shall have the right, privilege and power to cancel annul determine and put an end to this agreement upon thirty days notice in writing to the part--- of the second part in the event of the failure of the said party of the second part to keep and perform any of the covenants, conditions, agreements and stipulations, herein contained on its part to be kept and performed.

Thirteenth; that in consideration of the construction and operation of said side or spur track as aforesaid it will and hereby does waive any and all right to collect any penalty or penalties imposed upon said Railway Company by law or by order of any Corporation or railroad commission- in event of failure to deliver or for delay, or any other cause and agree that it will not demand or collect any such penalty or penalties in connection with any business originating on or delivered on said side or spur track.

Fourteenth; it is further mutually agreed that this contract shall remain and be in effect for five years, after the date hereof, and there after to continue in force and effect from month to month until terminated by thirty days notice in writing from either party hereto to the other.

Fifteenth; and it is further mutually agreed that in order to facilitate the building of said tracks, the Railway Company will contract with some reliable contractor, or builder to grade and lay the tracks; and, immediately upon completion thereof, the said Simpsonville Cotton Mill Company will pay to the said Railway Company in money, the entire cost of grading and preparing road-bed of said tracks, and the cost of switch ties and cross ties and the transportation charges upon all the materials used excepting such as are furnished by the said Railway Company, and further that in the event it becomes necessary to build a coal chute, the party of the second part will bear the entire cost of its erection and maintenance.

The latter part of the fourth clause and the entire ninth clause in the above indenture has been stricken out and eliminated from this contract before the execution hereof, and do not form any part of the same.

In witness whereof, the corporation parties hereto have each caused these presents to be signed by its President or other officer thereunto lawfully authorized and the several other parties hereto have hereunto set their hands and seals the day and year first above written.

CHARLESTON & WESTERN  
CAROLINA RAILWAY COMPANY.  
By Jno. B. Cleveland, Pt.

Attest  
Secretary.  
R.B. Cleveland, as to J.B. Cleveland,  
Thos. E. Screven,

J.O. Gresham, E.F. Woodside, Prest.  
F.C. Todd, SIMPSONVILLE COTTON MILLS.  
State of South Carolina,  
County of Spartanburg,

Personally appeared before me R.B. Cleveland who being duly sworn says that he saw the within named Charleston & Western Carolina Railway Company, by its President Jno. B. Cleveland sign, seal and as its act deliver the within written contract and that he with Thos E. Screven witnessed the due execution thereof.  
Sworn to before me this 8th, day of April A.D. 1908  
Thos E. Screven  
Notary Public for S.C.  
State of South Carolina  
County of Greenville.

R.B. Cleveland  
~~F.C. Todd~~

Personally appeared before me F.C. Todd, who being duly sworn says that he saw the within named E.F. Woodside, for Simpsonville Cotton Mills sign, seal and as his act and deliver the within written contract and that he with J.O. Gresham witnessed the due execution thereof.  
Sworn to before me this 4th, day of April A.D. 1908  
A.F. Gresham,  
Notary Public for S.C.

F.C. Todd

Recorded April 13th, 1908



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