

State of South Carolina,

Know all men by these presents that

Whereas, by her deed dated August 12, 1872, and recorded in the office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Book EE, page 7, on that date, Mrs. W.B. Chapline conveyed to the Atlanta and Richmond Air Line Railway Company (now The Atlanta and Charlotte Air Line Railway Company), a right of way one hundred (100) feet in width on either side of the center line of the main track of said Railroad through her property described in said deed, to which reference is hereby made for greater certainty as to description; and

Whereas, F.C. Worley, of the County of Greenville and State of South Carolina, has erected certain houses, buildings and structures, and inclosed with certain fences a part of said property conveyed to said Atlanta and Richmond Air Line Railway Company by the said Mrs. W.B. Chapline, the location of the premises so occupied by the said Worley being shown on the blue print map of a survey dated July 10, 1924, hereunto annexed; and

Whereas, Southern Railway Company is in the possession and control of the property of the said Atlanta and Richmond Air Line Railway Company and is not willing to permit the said Worley to continue in the use and occupation of the said premises so encroached upon and occupied by him as aforesaid, except upon the agreement of the said Worley as hereinafter contained;

Now, Therefore, in consideration of the covenants of the said Worley upon his part to be kept and performed, as hereinafter contained, Southern Railway Company hereby permits the said Worley to continue in the use, occupation and possession of the said property so used, possessed and occupied by him as aforesaid and as shown upon the said map, until the same shall be needed by the Railway Company for railroad purposes, and until the expiration of ninety (90) days from the date when the Railway Company shall have served upon the said Worley notice to vacate possession of said property and surrender the same to Southern Railway Company.

In consideration of the foregoing privilege, the said Worley covenants unto and with the said Southern Railway Company that:

1. He will use said premises upon the terms and conditions hereinafter stated, and when and if the said Atlanta and Charlotte Air Line Railway Company or Southern Railway Company shall require for railroad purposes the premises so occupied by him, and within ninety (90) days from the date when Southern Railway Company or Atlanta and Charlotte Air Line Railway Company shall have served upon him notice in writing so to do, he will remove all of his buildings, structures, fences and property from the said premises, and quietly and peaceably vacate and surrender the same to Southern Railway Company or Atlanta and Charlotte Air Line Railway Company, or in default Southern Railway Company or Atlanta and Charlotte Air Line Railway Company may bring such action against the said Worley as may be necessary to require such vacation, removal and surrender, All at the cost and expense of the said Worley.

2. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, alienees and assigns of the parties hereto, as well as upon the parties themselves.

In witness whereof, Southern Railway Company has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and the said Worley has hereunto subscribed his name and affixed his seal this 26th, day of October 1925. Done in duplicate, each part being an original.

(Over)