

This Agreement, made and entered into this 16th day of September, 1935, by and between Southern Railway Company, a corporation, hereinafter for convenience styled the Railway Company, party of the first part, and F. L. Cartee, of the County of Greenville, and State of South Carolina, party of the second part:

W I T N E S S E S T H :

1. That the said Cartee has fenced off and is occupying and using, for the purposes of a yard, a certain lot, piece or parcel of the right of way of the Railway Company for its main track running between Greenville and Columbia, at or near Greenville, in the county of Greenville and State of South Carolina, containing 3600 square feet, more or less, of space, as shown colored red upon the blue-print of Drawing B-2608, dated August 7, 1935, hereunto annexed and made a part of this agreement.

2. That the said right of way of the Railway Company is 100 feet in width on either side of the center line of said main track of the Railway Company.

3. That the said Cartee claims no title to the portion of said right of way so occupied as above and occupies the same at his risk and as tenant of the Railway Company, which agrees hereby that the said Cartee may so occupy the same until his said right so to do shall be revoked as hereinafter provided.

4. It is further agreed between the parties hereto that in the event that the Railway Company shall at any time hereafter require the said Cartee to vacate the portion of said right of way so occupied and used by him, as aforesaid, then and in such event, the said Cartee will vacate said right of way, and remove his said fence therefrom and quietly and peaceably surrender to the Railway Company possession of the premises so occupied by him, within thirty (30) days from the date when the Railway Company shall have served upon him notice, in writing, so to do.

5. That this agreement shall inure to the benefit of and be binding upon the respective successors, heirs and assigns of the parties hereto, as well as upon the parties themselves.

In Witness whereof, the parties hereto have executed these presents, in duplicate, each part being an original.

Signed, sealed and delivered in presence of:

G. B. LeFoe  
R. P. Nicholson

Subscribing witnesses.

Signed, sealed and delivered in presence of:

C. H. Goudelock  
Monroe Pickens

Subscribing witnesses.



Southern Railway Company  
BY: John B. Hyde  
Vice President.

(L.S.)

Attest:

Guy E. Mauldin,  
Assistant Secretary.



F. L. Cartee. L. S.

District of Columbia,  
City of Washington. ss

On this 16th day of September, 1935 at my office in said City aforesaid, personally appeared before me, Pearce Horne, a Notary Public for said District of Columbia, R. P. Nicholson to me known and known to me to be one of the subscribing witnesses to the foregoing instrument, and made oath that he saw the within named John B. Hyde and Guy E. Mauldin, sign, seal and deliver the foregoing writing and instrument, as Vice President and Assistant Secretary, respectively, of said Southern Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Southern Railway Company, and that he with G. B. LeFoe witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me, this 16th day of September, 1935.  
Pearce Horne.

Notary Public in and for the District of Columbia, by commission expires January 9th, 1936. (SEAL)

State of South Carolina,  
Greenville County ss

On this 16th day of September 1935, at my office in said County aforesaid, personally appeared before me Monroe Pickens a Notary Public for said County, C. H. Goudelock to me known and known to me to be one of the subscribing witnesses to the foregoing instrument, and made oath that he saw the within named F. L. Cartee sign, seal and deliver the foregoing instrument, as and fore his act and deed, and that he with Monroe Pickens witnessed the due execution thereof on the day of the date thereof.