

so may be assessed against the space hereby leased; and also, Lessee will pay the full amount of all taxes levied or assessed on account of improvements placed on said space by Lessee.

Third: That the said Lessee shall and will and does hereby agree to release and discharge, and to indemnify and save harmless the Lessor, its successors and assigns, from and against any and all claims, demands, suits, judgments, and sums of money whatsoever accruing, or to accrue, to the said Lessee, and to any and all other persons against the Lessor for, or on account of, the loss of or damage to any goods or wares stored or left by the Lessee or other person or persons, in or on the said premises hereby leased, and also against any loss of or damage to any and all buildings or other structures thereon, whether such losses or damages are the result of fire caused by the Lessor or its employees, or otherwise.

Fourth: That Lessee shall build and maintain said ware house in a good, substantial, and workmanlike manner, on plans and specifications which must be first submitted to and approved by Lessor in writing before the construction thereof is begun, said ware house to be painted and all of said premises to be kept in good condition, and in all respects satisfactory to Lessor, during the continuance of this lease.

Fifth: That if Lessee shall make default in the payment of any yearly installment of rent, or shall fail to keep and perform the covenants and agreements herein contained on the part of Lessee to be kept and performed, and such default shall in either event continue for the space of five days, or if at any time hereafter Lessor shall give Lessee thirty days written notice to terminate this lease then and in any such event this lease shall at the option of Lessor, become null and void, and at expiration of said notice Lessee will vacate said premises and remove therefrom all property placed thereon by Lessee, or, upon the failure of Lessee to vacate said premises and remove said property, the same is to be considered and treated as having been abandoned by Lessee and the ownership thereof surrendered to Lessor.

Sixth: That Lessee will, so far as is lawful route all freight originating on said premises or consigned to Lessee at said point over the lines of Lessor provided however that the rates on such freights

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so routed shall not be greater than the lowest lawful rate for like shipments in effect over any competitive line between the points of origin and destination.

Seventh: That Lessee will promptly pay all such demurrage charges as may accrue to Lessor for detention of cars that may be shipped to or by Lessee.

In Witness Whereof, The parties hereto have executed these presents in duplicate, the day and year first above written. Executed in the presence of:

R. W. Hymn, Charleston & Western Carolina Railway Company.  
L. D. Duke, By: A. W. Anderson,  
St. J. Gainer, vice-President & General Manager.  
Leon Le Grand, L. E. Mc Knight.

State of Georgia,  
County of Richmond.

Personally appeared before me R. W. Hymn and made oath that he saw the within named A. W. Anderson, sign, seal and as his act and deed delivered the within written lease for the uses and purposes, and on the terms herein mentioned, and that he with L. D. Duke witnessed the execution and delivery thereof.

Sworn to and subscribed before me this 28 day of April, 1925.  
R. W. Hymn,  
Notary Public, Richmond County, Georgia.

State of South Carolina,  
County of

Personally appeared before me St. J. Gainer and made oath that he saw the within named L. E. Mc Knight, sign, seal and as his act and deed delivered the within written lease for the uses and purposes, and on the terms herein mentioned, and that he with Leon Le Grand witnessed the execution and delivery thereof.

Sworn to and subscribed before me this 27th day of April, 1925.  
St. J. Gainer,  
Notary Public.

Recorded April 30th, 1925.

END OF DOC