

TITLE TO REAL ESTATE

57228 PROVENCE-JARRARD CO.-GREENVILLE

AN AGREEMENT, made and entered into this 9th day of February, 1938, by and between SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and

DAVID HOOD, of Greenville, in the State of South Carolina, hereinafter for convenience styled the Licensee, party of the second part;

W I T N E S S E T H:

That the RAILWAY COMPANY, for and in consideration of the covenants of the Licensee upon his part to be kept and performed, as hereinafter expressed, hereby gives and grants unto the Licensee the right or license, determinable as hereinafter provided, and subject always to revocation by the Railway Company for breach of covenant by the Licensee to maintain the existing filling station of the Licensee, or portion thereof, and appurtenant facilities, as now located and constructed, for handling and dispensing refinery gasoline, upon the south side of the right of way of the Railway Company for its main tracks running between Washington and Atlanta, at GREENVILLE, in the County of Greenville and State of South Carolina; the location and dimensions of same on said right of way of the Railway Company being substantially as shown in red color upon the blue-print of Drawing A-5972, dated September 28, 1936, hereunto annexed and made a part of this agreement.

And the Licensee hereby covenants and agrees in consideration of said license.

1. That the said filling station and appurtenant facilities shall be maintained at the risk of the Licensee and upon his own responsibility for loss of property or injury to persons upon the location indicated upon said blue-print hereto attached, and shall not be relocated upon the right of way of the Railway Company, without the consent, in writing, of the Railway Company; and moreover, the Licensee will, at all times during the life of this agreement, keep the premises around and about said filling station and appurtenant facilities clean and free of waste paper, trash or any unsightly or inflammable matter.

2. That in the event that the Railway Company may require any part of its right of way occupied by the facilities or improvements of the Licensee, or the use of the said right of way by the Licensee for the purposes mentioned herein shall interfere with the use of said right of way by the Railway Company, then and in any such event, the Railway Company may terminate this agreement at any time hereafter by serving upon the Licensee thirty (30) days notice, in writing, of the election so to do, and at or before the expiration of the time limited by notice of election to terminate, the Licensee will vacate said premises of the Railway Company, remove all buildings, structures and other property of the Licensee from the said premises, and quietly and peaceably vacate said property and surrender possession thereof to the Railway Company.

AND IT IS MUTUALLY COVENANTED AND AGREED:

3. 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 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 Licensee has hereunto subscribed his name and affixed his seal, the day and year first above written.

Signed, sealed and delivered,
in presence of:

J. W. Martin
G. B. LeFoe

Subscribing witnesses.

Signed, sealed and delivered,
in presence of:

H. C. Clark
A. H. Gregory

Subscribing witnesses.

1-27-38 B-s

30687

DISTRICT OF COLUMBIA.

CITY OF WASHINGTON. SS

On this 19th day of February, 1938, at my office in said City aforesaid, personally appeared before me, Pearce Horne, a Notary Public for said District of Columbia, G. B. LeFoe, 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

SOUTHERN RAILWAY COMPANY,
BY: John B. Hyde
Vice-President.



Attest:

Guy E. Mauldin
Assistant Secretary.

David Hood (SEAL)