

THIS AGREEMENT, made and entered into this 6th day of January, 1944, by and between SOUTHERN RAILWAY COMPANY, a corporation, hereinafter for convenience styled the Railway Company, party of the first part; and

J. H. TOLLISON, of Greenville, in the State of South Carolina, party of the second part;

W I T N E S S E T H :

1. THAT the said party of the second part has fenced in and is occupying and using, for agricultural and pasturage purposes, a certain strip, piece or parcel of the right of way of the Railway Company for its main track running between Columbia and Greenville, at or near OAKVALE, in the County of Greenville and State of South Carolina, having an area of 36,420 square feet, or 0.84 acre, more or less, the location and dimension of which are substantially as shown in red delineation upon the blueprint of Drawing No. A-8817, dated November 4, 1943, hereunto annexed and made a part of this agreement.

2. That the said right of way of the Railway Company is two hundred (200) feet in width or one hundred (100) feet in width on either side of the center line of said (C & G) main track of the Railway Company.

3. That the said party of the second part 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 party of the second part 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 for its railroad purposes the whole or any part of its right of way so occupied and used by him, as aforesaid, then and in such event, the said party of the second part will vacate said right of way, remove his said fence therefrom, and quietly and peaceably surrender to the Railway Company possession of the premises so occupied by him, within ninety (90) 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, as of the day and year first above written.

Signed, sealed and delivered, in presence of:

Robt. H. Smith
Mary J. Connell

Subscribing witnesses.

SOUTHERN RAILWAY COMPANY,
BY:

JOHN B. HYDE
VICE PRESIDENT

L. S.

ATTEST: GUY E. MAULDIN
Assistant Secretary



Signed, sealed and delivered, in presence of:

U. A. Lee
J. W. Jones,

Subscribing witnesses.

J. H. TOLLISON (L. S.)

DISTRICT OF COLUMBIA,
CITY OF WASHINGTON. SS

On this 12th day of January, 1944, at my office in said city aforesaid, personally appeared before me, Pearce Horne, a Notary Public in and for said District of Columbia, Mary J. Connell, 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 Robt. H. Smith, witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me, this 12th day of January, 1944.

Pearce Horne,

Notary Public in and for the District of Columbia.

My commission expires January 1, 1946.

Mary J. Connell.

