

The said party of the second part hereby agrees for itself, its successors and assigns, as a part of the consideration of this conveyance, to construct a warehouse on the land hereby conveyed within two years from the date hereof and the party of the second part further agrees that if the said party of the second part or its successors or assigns, fails to complete the construction of said warehouse within said period of two years as aforesaid, it hereby agrees that the said party of the first part shall have the right and option, within ninety (90) days after the expiration of the said period of two years, to repurchase the said land at and for the consideration stated above, and upon receipt of written notice from the party of the first part of its intention to exercise that right and option, the said party of the second part agrees and binds itself, its successors and assigns, to reconvey to the said party of the first part, its successors and assigns, in fee-simple, free and clear of all liens and incumbrances, the land hereby conveyed, in which event the said party of the first part, its successors or assigns, simultaneously with the execution and delivery to it of the deed of reconveyance, shall pay to the party of the second part, its successors or assigns, the amount of the purchase price hereof, being the sum of Seven Thousand Dollars, without interest.

The recitals of fact made herein are to be taken only as recitals made by the Charleston & Western Carolina Railway Company and not by the said Trustee.

In Witness Whereof the said parties of the first and third parts have caused these presents to be duly executed by their respective Presidents or Vice Presidents and their respective Corporate Seals to be hereunto affixed and the same to be attested by the signatures of their respective Secretaries or Assistant Secretaries, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

N. E. Smith

Ochoa

[Signature]

J. A. Burr

CHARLESTON & WESTERN CAROLINA RAILWAY
COMPANY

By C. M. Davis
C. M. DAVIS President

Attest: [Signature]
W. T. [Name] Assistant Secretary

SAFE DEPOSIT AND TRUST COMPANY OF
BALTIMORE, Trustee as aforesaid

By [Signature]
Vice President

Attest: [Signature]
Secretary



Approved as to Form:
M. V. Barkley

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