



Shelby Cnty Judge of Probate, AL
04/12/1979 12:00:00 AM FILED/CERT

570

OWNER'S WAIVER AND CONSENT

TO: Commercial Credit Industrial Corp.
(Name of Seller/Lender/Lessor)
30803 Little Mack Avenue Roseville Michigan
(Number, Street) (City) (State)
Box 400 Industrial Park Helena, AL 35080 ("Premises")
(Address of Premises where Equipment to be Installed)

Undersigned is the Owner of Premises. Undersigned will install on Premises equipment ("Equipment") either owned by you or in which you have or will have a security interest. For valuable consideration, receipt of which is acknowledged, Undersigned consents and agrees as follows:

1. That Undersigned recognizes and acknowledges that any claim or claims that you have or may hereafter have against such Equipment is superior to any lien or claim of any nature which Undersigned now has or may hereafter have to such Equipment by statute, agreement or otherwise.
2. That each and every right which Undersigned now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed, to levy or distrain upon Equipment for rent, in arrears, in advance or both, or to claim or assert title to Equipment is hereby waived.
3. That Equipment shall remain personal property notwithstanding the manner or mode of the attachment of Equipment to Premises and shall not become fixtures.
4. In the event of default by Undersigned in the performance of any of the terms and conditions of any agreement with you, you may remove Equipment, or any part thereof, from Premises, in accordance with the terms and conditions of such agreement regardless of how the Equipment may be attached to, incorporated in or made a part of the Premises. Undersigned will make no claim to Equipment contrary to your interest therein.
5. You may, without affecting the validity of this Agreement, extend the times of payment of any indebtedness of Undersigned to you or its performance of any of the terms and conditions of any agreement with you, without the consent of Undersigned's assigns and without giving notice thereof thereto.
6. Undersigned represents and warrants that there are no mortgages, liens, or other encumbrances upon Premises at this time, except as follows:

Names and addresses of mortgage, lien or encumbrance holders

7. This Agreement shall inure to the benefit of your successors and assigns and shall be binding upon the heirs, personal representatives, successors and assigns of Undersigned.

Signed and sealed this 19th day of March 1979



(Signature if Individual)
Allied Flexible Products, Inc. (Seal)
(Trade, Partnership or Corporate Name)
By: Harold Reader Pres. (Seal)
(Signature of Owner, Officer or Firm Member)

STATE OF Alabama COUNTY OF Jefferson) SS:
INDIVIDUAL AND PARTNERSHIP OWNER ACKNOWLEDGEMENT

On this 19th day of March 1979, personally appeared before me, the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, Harris Reader to me personally known to be (the individual)* (a partner in the partnership)* described in and who/which executed and delivered the above Waiver and Consent and he being by me duly sworn and being informed of the contents of said Waiver and Consent stated and acknowledged that he signed, executed, sealed and delivered same as (his free and voluntary act and deed)* (the free and voluntary act of said partnership)*, for the uses, purposes and considerations therein mentioned and set forth.
* Strike inapplicable language.

CORPORATE OWNER ACKNOWLEDGEMENT

On this 19th day of March 1979, personally appeared before me, the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, Harris Reader (Name of Officer) to me personally well-known to be and who stated that he was the President (Title of Officer) of Allied Flexible Products The Corporation named in and which executed the above Waiver, and who knows the corporate seal of the said Corporation; and who, being by me duly sworn, stated on oath and acknowledged that the seal affixed to said instrument is the corporate seal of the said Corporation, that he was duly authorized to execute said instrument for, in the name of and on behalf of said Corporation, and that the same was signed, sealed, executed and delivered by him in the name of and on behalf of the said Corporation by authority of its Board of Directors and he duly acknowledged and stated the execution of said instrument to be his voluntary and free act and deed in his said capacity and the voluntary and free act and deed of said Corporation by it, and by him voluntarily executed for the uses, purposes and consideration therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 19th day of March 1979
My commission expires: 4-1-80

C. Laine Hudson
(Notary Public)
Notary Public in and for Jefferson County

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

1979 APR 12 PM 1:34

Rec. 150
Exp. 100
250

Commercial Credit Equip. Corp.

P.O. Box - 4273 - Mont Gomer, Ala. 36101