

4480

BOOK 155 PAGE 264

Lease Contract

This Contract, made by and between the KOEHRING COMPANY of 3026 W. Concordia Avenue, Milwaukee 16, Wisconsin (hereinafter called the Lessor), and ALABAMA AGGREGATE COMPANY of Birmingham, Alabama (hereinafter called the Lessee).

WITNESSETH:

The Lessor will deliver to the Lessee, the following described equipment: One (1) 1005 c-8168 Koehring shovel with 1-yard Esco shovel dipper, 152" x 112" crawlers with 30" shoes, model 6DAS-81h Buick diesel engine with torque converter.

DELIVERY AND ROUTING: Shipment of equipment shall be made on or about August 30, 1952 contingent upon fires, labor difficulties or any other causes for delay beyond the control of the Lessor, F. O. B. Milwaukee, Wis. in present condition, consigned and routed as follows:

Via:

TERMS: The Lessee agrees to receive said equipment upon arrival, to pay the freight from Milwaukee, Wisconsin and for the use and hire of said equipment for a period of Twelve (12) Months beginning date of shipment to pay to the Lessor the sum of: Thirty-Six Thousand (\$36000.00) Dollars (\$) Payable \$9000.00 in advance, covering first, eleventh and twelfth months rental. and \$3000.00 per month in advance for remainder of the rental period.

~~The Lessee agrees to pay to the Lessor the sum of \$36,000.00 in advance, covering first, eleventh and twelfth months rental, and \$3,000.00 per month in advance for remainder of the rental period. These notes, or any other notes, shall be secured by a mortgage on the equipment until actually paid in cash.~~

The Lessee agrees to receive said equipment in its present condition, as inspected by him at time of delivery.

The Lessee will operate said equipment in Shelby County, State of Alabama

The terms and conditions on the reverse side of this contract are accepted as a part hereof.

Signed at Birmingham, Alabama ALABAMA AGGREGATE COMPANY Lessee

September 2, 1952 By [Signature] Vice-President

Witness [Signature] By

This contract not effective unless signed by an executive officer of the Lessor.

Accepted at Milwaukee, Wisconsin September 5, 1952 19

Witness J. C. Wright KOEHRING COMPANY Lessor

By [Signature] Secy. - Treas

THE DEBT SECURED HEREBY HAVING BEEN PAID, THIS MORTGAGE IS RELEASED AND DISCHARGED IN FULL THIS 11 DAY OF June 1952

ATTEST: [Signature] [Signature] [Signature]

See B/A
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It is agreed that: (1) The said equipment shall not be sub-let without the written consent of the Lessor.

(2) If any portion of said rental shall not be paid as herein specified or if any provisions of this lease be violated, the rental for the full period shall become due and payable forthwith, and the Lessor may at its option take possession of and remove said equipment without legal process.

(3) During the period of this lease and/or any extension thereof and/or until property covered by this lease is disposed in accordance with paragraph 4 below, said property shall not be moved beyond the filing or recording district nor out of the state or territory into which it is consigned under this lease without the written consent of the Lessor.

(4) The Lessee hereby agrees to properly maintain the equipment at all times to the satisfaction of the Lessor and at the expiration of this lease to return it to the Lessor in good condition, apart from reasonable wear, by delivering said equipment to

~~To Kochring Company, Milwaukee, Wisconsin~~
or equivalent point designated by Lessor. Necessary repairs to put equipment in above condition to be made by Lessor at expiration of lease and billed to Lessee under terms of Net 30 Days.

(5) In the event that Lessee does not return the equipment in accordance with the above provisions the Lessee agrees to pay the Lessor additional rental at the rate provided above until the equipment is returned.

(6) Lessee shall and does hereby agree to protect and save Lessor harmless against any and/or all losses or damage to Equipment by fire, flood, explosion, tornado or theft and Lessee shall and does hereby assume all liability to any person whomsoever arising from the location, condition or use of the Equipment, and shall indemnify and does indemnify Lessor of and from all liability, claim and demand whatsoever arising from the location, condition or use of Equipment whether in operation or not, and growing out of any cause, including alleged imperfect or defective equipment, and from every other liability, claim and demand whatsoever during the term of this lease or arising while Equipment is in the possession of Lessee. Lessee also agrees to promptly reimburse Lessor, in cash, for any and/or all personal property taxes levied against Equipment and paid by Lessor.

(7) New equipment leased under this agreement shall carry the standard warranty of its manufacturer.

(8) Any provisions of this lease at variance with the laws of any state or territory shall as to said state or territory be deemed modified to conform with such law and the remaining provisions shall remain in effect.

(9) This lease shall not be in effect unless signed by an executive officer of the Lessor in the state of ~~Wisconsin~~ and shall be held to have been made within said state.

(10) This lease covers all agreements concerning this transaction and no representations, understandings, or agreements made by any person shall be binding unless included in writing herein.

STATE OF ALABAMA
SHELBY COUNTY }
I, L. C. Walker, Judge of Probate hereby
certify that the within deed was
filed in this office for record the 22 day
of Sept 1952 at 8 o'clock A M.
and recorded in Deed Book 153
page 264 and examined —
and the Mortgage Tax of \$ —
Deed Tax of \$ 34.00 has been paid.
L. C. Walker
Judge of Probate
Fee \$ 1.00
34.00
35.00 due

Kochring Co.
3026 West Connection
(Amended)
Milwaukee 16,
Wisconsin
see over.

Filed in the office of the Probate Judge on the 22 day of Sept 1952 at 8 o'clock A M
and recorded in Deed Book 153 Page 264 this 22 day of Sept 1952.
Deed Tax 34.00 Mortgage Tax — has been paid.

L. C. Walker, Judge of Probate