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BOOK 176 PAGE 37

RETENTION OF TITLE

STATE OF Alabama
COUNTY OF Shelby

Title to and ownership of all goods sold and delivered to the undersigned dealer by The John Deere Plow Company of St. Louis shall be and remain vested in said Company until full payment is made for all goods which have been, or may hereafter be, sold to said dealer and for all other amounts now, or hereafter, owed by said dealer to said Company, and the undersigned dealer hereby acknowledges and agrees that said Company has retained and does and shall hold title to the entire stock of goods now on hand and located at the regular place of business of said dealer at

Montgomery, Alabama

or in any warehouse or other building used or maintained by said dealer for the storage of said goods, together with all future additions to and replacements of said stock of goods, as security for the payment of the aforesaid indebtedness, both present and future.

All indebtedness of the dealer to the Company shall be considered a lump-sum indebtedness regardless of individual terms as to portions thereof and regardless of individual dates of payment and title to all of said goods shall remain vested in said Company until said total indebtedness has been paid in full regardless of the fact that payments made on said indebtedness may be allocated to a particular item or item of goods.

Sales of said goods may be made for value received to users by said dealer in the ordinary course of retail business provided that, at the time of sale, the dealer obtains full settlement from the purchaser and provided that the property taken in trade as part payment of the retail price of such goods, together with all other proceeds of the sale, whether cash, book accounts or notes, or in any form whatsoever, shall be the property of the Company and shall be received and held by the dealer as the property of the Company in trust for its benefit and subject to its order in lieu of the goods so sold. Failure of said dealer to turn over to the Company property taken in trade or other proceeds of the sale of said goods, when received, or failure of the Company to demand or receive such proceeds shall not be deemed a waiver of the provisions of this contract.

Until payment in full has been made for all such indebtedness,

both present and future, the dealer shall not, without the written consent of said Company, mortgage or pledge any of said goods or sell the same to any one other than a user, or in any way dispose or deal with any of said goods except as permitted above. The word "goods" as used herein means all John Deere tractors, implements, attachments, parts and other articles sold by said Company to the undersigned dealer, and any property taken by said dealer in trade as part payment for the purchase price of any such goods, which property the Company may permit the Dealer to retain in his possession for re-sale upon the conditions above stated.

IN WITNESS WHEREOF, said dealer has hereunto subscribed its name and affixed its seal this 21st day of

September 19 55

Montgomery Trader Co. (L.S.)
Dealer

By B.B. Mooney

By _____

WITNESSES:

Joseph M. Cain
Witness

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within retention of title
was filed for record the 26 day of Oct, 19 55 at 8 o'clock PM
and recorded in Book 176 Page 37, and the Mortgage Tax of 12.00
Deed Tax of 1.00 has been paid.
L.C. Walker Judge of Probate