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## RELEASE

STATE OF ALABAMA
SHELBY COUNTY

BOOK 176 PAUF 344

KNOW ALL MEN BY THESE PRESENTS, That whereas United Cement Company, Inc., a corporation, executed a certain mortgage to the undersigned W. R. Lindbloom on the 23rd day of August, 1955, which mortgage was recorded in Mortgage Book 239 page 506 in the Probate Office of Shelby County, Alabama;

WHEREAS, the mortgagor desires to install certain equipment hereinafter mentioned on said premises and to erect a building or buildings to house the same;

whereas, the mortgagee desires to herewith acknowledge that said equipment, even though attached to the real property, and said building or buildings shall not become a part of the real estate until all indebtedness due for said equipment by said United Cement Company, Inc., a corporation, a corporation to Vulcan Iron Works/of South Main Street, Wilkes-Barre, Pennsylvania, has been paid in full;

Now, therefore, in consideration of the premises and of \$1.00 paid to the mortgagee, the undersigned mortgagee does hereby acknowledge and agree that the kiln, cooler and all other equipment in connection therewith, even though attached to the real property, and purchased by United Cement Company, Inc. from Vulcan Iron Works shall not become a part of the real property described in said mortgage, and that any building or buildings housing said equipment shall likewise not become a part of said real property until Vulcan Iron Works has been paid in full all indebtedness due it by United Cement Company, Inc. for said equipment.

For the same consideration, the mortgagee does agree for the said for any lawful purpose

Vulcan Iron Works/to have reasonable ingress and egress over the usual traveled routes to and from said equipment and building or buildings until their said indebtedness has been paid in full.

This release shall insure to the Vulcan Iron Works, its successors and assigns.

It is understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder

of the premises conveyed in said mortgage and not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

In Witness Whereof, we have hereunto set our hands and seal the # day of November, 1955.

W. R. Lindbloom

State of Alabama

Jefferson County

I, This. S. T. Kenebrook, a Notary Public in and for said County, in said State, hereby certify that W. R. Lindbloom whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the release, he executed the same voluntarily on the day the same bears date.

Given under my hand this # \_\_\_day of November, 1955.

Notary Public Shelby County, Ala. Miy Commission capites March 18, 1953 Bondod by U.S.T.C.G.