TRANSFER AGREEMENT

THIS AGREEMENT MADE THIS 1ST DAY OF MARCH by and between Mrs.C.B.Miller d/b/a Miller's Gro. & Serv. Sta. Harpersville, Ala. hereinafter styled the TRANSFEROR and Otis McCall of Harpersville, Alabama hereinafter styled TRANSFEREE and Hussmann Refrigerator Co. , hereinafter called the Hussmann Company.

WHEREAS on the 23rd day of April A.D., 1954 THE TRANSFERÖR Ppurchased or leased from Flint Refrigeration Co., Inc. , ; hereinafter styled the SELLER the following described chattel to-wit:

1 MVS-8 Nolin Veg. Display Case VC-8735, 1175391

1 OP-5S Oasis Water Cooler #D-220130

1 Special Built Check Out

subject to a conditional sale contract, chattel mortgage, or lease in the amount of \$1534.00 and in connection therewith the TRANSFEROR issued his promissory note of even date therewith and

WHEREAS on the 23rd day of April, 1954 the SELLER sold, assigned, transferred and set over to Hussmann Company the above described note and contract, mortgage or lease, together with all his right, title and interest in and to the property hereinabove described and

WHEREAS the above named TRANSFEROR is desirous of selling and the above named TRANSFEREE is desirous of purchasing whatever interest the TRANSFEROR has in said chattel; and of the amount agreed to be paid by the TRANSFEROR as aforesaid, there remains unpaid the sum of \$631.00 and the said instrument provides inter alia that the above named TRANSFEROR shall not sell or dispose of the property above described, without the written consent of the SELLER or its assignee.

NOW THIS INDENTURE WITNESSETH, that, I, the TRANSFEROR, for and in consideration of the sum of \$ 1.00 Dollars lawful money of the UNITED STATES to me in hand paid, at and before the ensealing and delivery of these presents, by TRANSFEREE the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant and convey unto the said TRANSFEREE, all my right, title and interest in and to the above described property.

SUBJECT, HOWEVER, to the aforesaid instrument and all the terms, conditions and agreements therein contained; Provided, however, that this agreement is utterly void and of no effect whatever unless and until the written consent to the aforesaid sale, hereto appended, is executed and delivered by the said Hussmann Company:

IN CONSIDERATION OF THE WRITTEN CONSENT, as aforesaid, of the said Hussmann Company and of the sum of One (\$1.00) Dollar to each of us severally paid by said Hussmann Company, the receipt whereof is hereby severally and respectively acknowledged, WE, the TRANSFEROR and the TRANSFEREE do hereby promise and bind ourselves jointly and severally to pay the sum remaining unpaid as above stated to the Hussmann Company, and

I, the TRANSFEREE, do hereby assume all the covenants and obligations of the said TRANSFEROR in the above recited instrument and promissory note, as though I were to all intents and purposes the purchaser in said instrument and the maker of said note; and

IT IS EXPRESSLY UNDERSTOOD AND AGREED, that I, the TRANSFEROR, am in no way released from the conditions, covenants, obligations and liabilities of said instrument and promissory note but as still firmly bound as though this agreement had never been entered into and the consent of the Hussmann Company to the aforesaid sale never obtained, anything to the contrary herein contained notwithstanding. The above described property is now at Harpersville, Alabama

Street

and will be kept at

Street

Harpersville, Alabama City or Town .

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Sealed and delivered in the presence of:

Upon the express agreement and understanding that the said TRANSFEROR remain liable on the note and conditional sale contract, chattel mortgage, or lease referred to in the foregoing agreement, and that the said TRANSFEREE assume said obligations and that said instrument is to be and remain in full force and effect and upon all the conditions, covenants, terms agreements and provisions in the foregoing agreement contained the Hussmann Company therein mentioned hereby consents to the assignment by TRANSELROR to TRANSFEREE of TRANSFEROR'S interest in said instrument.

IN WITNESS WHEREOF, the said Hussmann Refrigerator Co.has caused these presents to be executed this 19th day of 19 56 . HUSSMANN REPRIGERATOR CO March

. Judge of Erobate

STATE OF ALABAMA, SHELBY COUNTY I, L. C. Walker, Judge of Probate, hereby certify that the within was filed for record the and recorded in seles Record // Deed Tax of / 00 has been paid.