

1031

*Time Contract*  
*See West Book*  
*212 page*  
*539*

STATE OF ALABAMA

SHELBY COUNTY

This Agreement, made and entered into this, the 30th day of November, 1960, by and between R. A. Fortenberry doing business as Fortenberry Truck Lines of Siluria, Alabama and Ecoff Trucking, Inc. of Childersburg, Alabama.

For in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. Ecoff Trucking, Inc. hereby agrees to assume the complete management of the Fortenberry Truck Lines and to be responsible for all debts and liabilities incurred after the date this agreement becomes effective.

2. Ecoff Trucking, Inc. agrees to keep on file with the Alabama Public Service Commission adequate Public Liabilities and Property damage Insurance at all times and to comply with the rules and regulations of the Alabama Public Service Commission.

3. It is expressly understood and agreed by and between the parties that Ecoff Trucking, Inc. shall have full and complete control of the operation of the Fortenberry Truck Lines and the operating Certificate #682 issued to R. A. Fortenberry d/b/a Fortenberry Truck Lines by the Alabama Public Service Commission for the duration of this agreement.

4. R. A. Fortenberry agrees that For the duration of this agreement he will relinquish all control and rights to Certificate #682 issued by the Alabama Public Service Commission and ~~all~~ equipment owned by said *R.A.F.* Fortenberry Truck Lines and consisting of the following: *Ra*

1951 Dorsey Van Trailer  
1951 Dorsey Flatbed Trailer  
1949 Olen Flatbed Trailer  
1949 Model WA 22 White Tractor  
1953 Model B61 Mack Tractor  
1955 Dodge 3½ Ton Tractor

5. R. A. Fortenberry will not operate or will not be a party to the use of any part of this authority for the duration of this agreement unless otherwise agreed by both parties in writing.

6. The duration of this agreement is for a period of Twenty (20) years with an option by Ecoff Trucking, Inc. to renew for an additional period of Twenty (20) years for the sum of one dollar (\$1.00).

7. It is hereby understood and agreed by the parties hereto that the total consideration for this entire agreement shall be \$20,000.00 of which R. A. Fortenberry acknowledges receipt of \$5,000.00. It is further understood and agreed that the balance of the principal amount shall bear interest at the rate of six per cent per annum from date and shall be due and payable as follows: \$5,000.00 on July 1, 1961; \$5,000.00 on January 1, 1962; \$5,000.00 on July 1, 1962.

It is understood by both parties that Ecoff Trucking, Inc. has made application to the Alabama Public Service Commission to purchase the certificate #682 along with certain equipment of R. A. Fortenberry for the sum of \$20,000.00. Should this transfer be approved, Ecoff Trucking, Inc. will pay the balance due R. A. Fortenberry under this agreement and this agreement shall then be terminated except for the agreement on the part of R. A. Fortenberry not to compete with Ecoff Trucking, Inc. If the application for the transfer of certificate should be denied both parties agree to continue as per this agreement.

Witness our hands and seals this 30th day of November, 1960.

Fortenberry Truck Lines

Witness:

By R. A. Fortenberry  
R. A. Fortenberry

Mrs. R. A. Fortenberry

Ecoff Trucking, Inc.

Clarence E. Prosser

By V. D. Ecoff  
V. D. Ecoff

STATE OF ALABAMA }  
SHELBY COUNTY }

I, Conrad M. Fowler, Judge of Probate hereby certify that the within Agreement was filed in this office for record the 30th day of Nov 1960 at 3 o'clock P. M. and recorded in Deed Record 212 page 592 and examined 13-6-60 and the Mortgage Tax of \$            and the Deed Tax of \$            has been paid.

Conrad M. Fowler  
Judge of Probate

Fee \$ 2.00

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