

4803

AGREEMENT

Shelby County, Alabama

For and in consideration of \$1.00 each having paid in hand to the other, and to other consideration as hereinafter stated, N.H. Waters, Jr., hereinafter referred to as Waters, and F.M. Miles, hereinafter referred to as Miles, enter into the following agreement:

Waters agrees to turn over to Miles his livestock trailer (manufactured by the Grey Trailer Co. San Angelo, Texas) at the agreed price of \$1,000 cash which Miles agrees to pay in hand to Waters on or before August 15, 1962. This trailer will be in Miles possession to do with as he pleases and Miles agrees to assume full responsibility for any liability incurred after he takes possession and to further be responsible for any maintenance or repairs needed.

In the event that Miles shall not be able to pay the \$1,000 cash by August 15, 1962 it is agreed that Waters shall have the right to select his pick of any four holstein heifers from Miles part of the heifers covered by that certain agreement dated March 3, 1961 covering 96 heifers and 9 steers. This selection will be made after the division of the heifers is made in accordance with the said agreement and it is further agreed that until such time as settlement is made the legal title to the trailer and the 4 heifers shall remain with Waters.

Having reached full agreement to all terms and provisions herein stated, we set our hand in seal to this agreement on the 28 day of October, 1961.

F. M. Miles

N. H. Waters Jr.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/27
10/28 1962
RECORDED & \$ MTG. TAX
& \$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE