

1356

STATE OF ALABAMA)

SHELBY COUNTY)

WITNESSETH THIS AGREEMENT entered into this the 11 day of Jan, 1964 by and between F. R. WALL and wife, ZELLA WALL, hereinafter referred to as "Owners" and SHELBY COUNTY, a Body Corporate, hereinafter referred to as "Lessee";

WHEREAS, said Lessee at the present time is the beneficial owner of a materials option executed by said owners, which said option is recorded in the Probate Office of Shelby County, Alabama in Deed Book 210, page 398, and

WHEREAS, according to the terms of the hereinabove identified materials option, said Lessee is given the right to remove chert from the premises therein described, which said premises is further described as SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 17, Township 20 South, Range 1 East; and

WHEREAS, said Lessee desires to place and locate on the above described premises a Rippl-Flo vibrating screen, including shaker apparatus, power source and electrical wiring, and

WHEREAS, it is the mutual desire of all parties hereto that said hereinabove described equipment shall remain as personal property and shall be at all times the property of said Lessee;

NOW, THEREFORE, in consideration of the above premises and in consideration of the mutual covenants and agreements as hereinafter stated, and for the further consideration of One Dollar (\$1.00), in hand paid by said Lessee to said Owners, the receipt of which is hereby acknowledged, the said parties do agree, contract, and covenant as follows:

1. Said Lessee shall have the right to place on the above referred to property, which said property is further described in the above referred to materials option, equipment necessary for the more

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adequate removal of chirt and materials from said property, which equipment will include, but not be limited to, the following: A Rippl-Flo vibrating screen, including shaker apparatus, power source and electrical wiring."

2. The above described Rippl-Flo vibrating screen, including shaker apparatus, power source and electrical wiring, and any other equipment which may be erected, installed, or placed upon said premises by Lessee are to remain the property of Lessee, and Lessee is to have the rightand privilege of removing any and all such property and equipment at any time by said Lessee, such property retaining its nature and characteristic as personal property.

3. Any and all of the above described equipment is not to be considered as real property in any instance, but will retain its character as personal property, as aforesaid.

4. The sole consideration payable to said Owners for their agreements, covenants and contracts under this contract, shall be the sum of One Dollar (\$1.00) which said Owners hereby acknowledge as sufficient and paid.

IN TESTIMONY WHEREOF we have hereunto set our hands and seals on this 11 day of Jan, 1965.

Altair Wall
Witness

C P Ransom
Witness

✓ F. R. Wall)SEAL)
F. R. Wall

✓ Mrs Zella Wall)SEAL)
Zella Wall
O W N E R S

Leil Duke
Witness

SHELBY COUNTY

By C M Linder
Judge of Probate of Shelby County and
Chairman of the Board of Revenue and
Control of Shelby County.
L E S S E E

