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AGREEMENT

THIS AGREEMENT, made and entered into this (1) 1st day of

November, 19 68, by and between

(2) Dewey H. Garrett

(hereinafter

called "Owner" and referred to as singular neuter), as owner of that certain real property (hereinafter called "Real Property"), situated in (3)

, County of (4) Shelby

State of (5) Alabama, and more particularly described as

follows: (6) One mile north East of Saginaw lime plant on Massey Road

in rural Shelby County, as referred to in Mortgage Book No. 248, Page 183;

Book No. 269, Page 23; Book No. 272, Page No. 661; Book No. 307, Page 79;

Book No. 308, Page No. 221

and

THE FALCO CORPORATION, A North Carolina corporation with its principal office in Raleigh, North Carolina (hereinafter called "Lessor"), as lessor under that certain Lease Agreement, dated (7) June 27, 1968,

designated as Lease No. (8) 08C53-1AO, whereunder Lessor has

leased to (9) Dewey H. Garrett & Son

certain personal property (hereinafter called "Leased Chattels") more particularly described as follows:

(10) (1) M722H Farm Feed Factory with: (1) CX51R4A4 Mix Mill, S#7998;

(1) 6" Hi-Cap Filling System, 3' Hopper; (1) Premix Hopper; (1) 50'x3-1/2"

Double Auger System to Feeders, 4-Y Outlets, limit switch, 3/4HP TEFC motor,

1/2HP TEFC motor, Drives and accessories

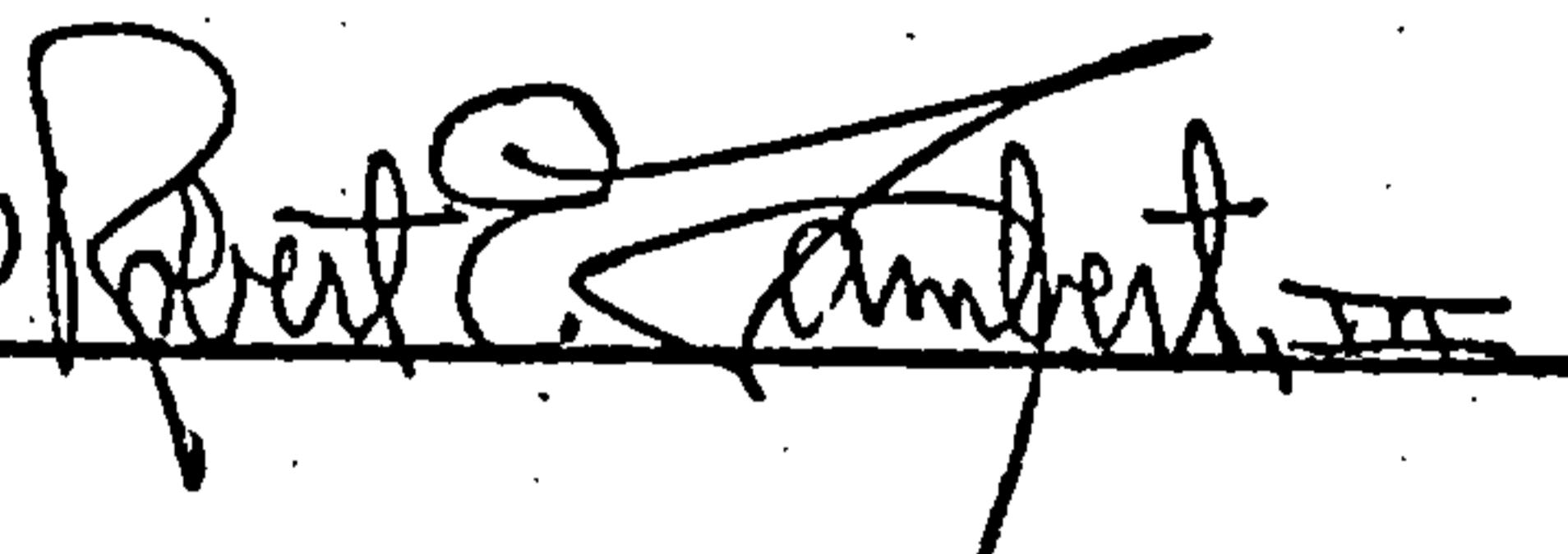
WITNESSETH:

For the purpose of inducing Lessor to enter into the aforesaid Lease Agreement, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, owner does hereby waive and release to Lessor all of its right, title and interest whatsoever in and to the Leased Chattels (excepting only such interest, if any, as it may have as lessee under the aforesaid Lease Agreement), and Owner does hereby agree for itself, its successors

and assigns, that Lessor is the sole and exclusive owner of the fee simple title to the Leased Chattels, that the Leased Chattels shall not become fixtures but shall be and remain personal property notwithstanding the manner or extent to which they have been or shall be affixed to the Real Property, and that Lessor shall at all times hereafter have the right to remove any or all of the Leased Chattels from the Real Property in accordance with the provisions of the aforesaid Lease Agreement.

IN WITNESS WHEREOF, the Owner has executed this agreement under seal as of the day and year first above written.

Witness (12)



(11)



(SEAL)

Witness



(SEAL)

Witness


(SEAL)

ATTEST

By

Secretary

President

(13)

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State of

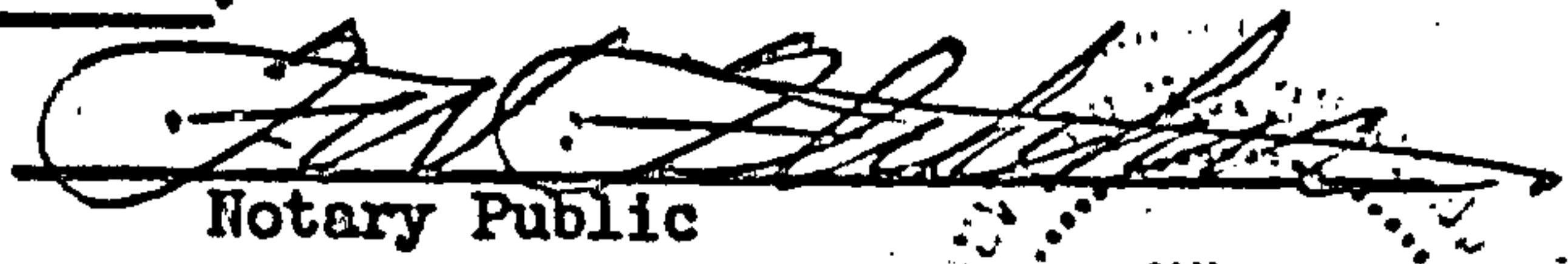
County of

I, F. W. Fletcher

a notary public

in and for said County and State, do, hereby certify that Dewey H. Garrett and William E. Garrett personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 1st day of November, 1968.


Notary Public

My commission expires: 9-28-1970

State of

County of

Personally appeared before me, a notary public in and for said County and State _____, to me known, who being by me duly sworn, did depose and say that he is the _____ Secretary of _____, that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is such seal; that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by said _____ Secretary.

Witness my hand and notarial seal this _____ day of _____, 19_____.


Notary Public

My commission expires:

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