

AGREEMENT 2393

THIS AGREEMENT, made and entered into this (1) 24th day of  
March, 1969, by and between  
(2) Howard Green and wife, Robbie Green  
(hereinafter  
called "Owner" and referred to as singular neuter), as owner of that certain real  
property (hereinafter called "Real Property"), situated in (3) Tp. 21 South  
County of (4) Shelby

State of (5) Alabama, and more particularly described as  
follows: (6) SE 1/4 of Section 34, W 1/2 of SW 1/4, Section 35, all in Township  
21 South, Range 3 West; all that part of the NW 1/4 of Section 2, Township 22, South,  
Range 3 West that lies North of the Columbiana-Tuscaloosa public road, EXCEPTING  
from said NW 1/4 about one acre belonging to the Lipscomb Church of God at  
Moore's Cross Road, which one acre approximately is more particularly described as  
follows: Beginning on the North side of the said Columbiana-Tuscaloosa Public Road  
at a point approximately 175 yards West of its intersection with the Montevallo-  
Siluria Road thence West 53 yards, thence North 50 yards, thence East 36 yards,  
thence South 50 yards to point of beginning, all situated in Shelby County, Alabama.

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) March 24, 1969,  
designated as Lease No. (8) 03D55-2AO, whereunder Lessor has  
leased to (9) Howard Green and wife, Robbie Green  
certain personal property (hereinafter called "Leased Chattels") more particularly  
described as follows:

- (10)
- 1 - Model CX31L4A4 Mix-Mill, Serial No. 7870
  - 1 - 9.9 Ton Bulk Feed Tank
  - 2 - MOD. 16'x 3 1/2" Heavy Duty Augers & Accessories
  - 2 - MOD. 20'x 3 1/2" Heavy Duty Augers & Accessories
- Wiring Materials from Existing Main.

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 afore-  
said Lease Agreement), and Owner does hereby agree for itself, its successors

See release of Mine Blk 18 page 138  
257 864

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) J. H. Zacher (11) Reuben D. Seal (SEAL)

Witness Robbie Thomas Green

Witness \_\_\_\_\_ (SEAL)

ATTEST

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

(13)



State of

County of

I, John H. Huber a notary public

in and for said County and State, do, hereby certify that Harold  
and Robbie Green personally appeared before me this day  
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 24 day  
of March, 1969.

John H. Huber  
Notary Public

My commission expires: 9-28-1970

STATE OF ALA. SHELBY CO.  
NOTARY PUBLIC  
1969 MAY -9 PM 7:43  
U.C.C. FILE IN SEP 10  
REC. BK. 2 PAGE 35 SHELBY CO. REC'D  
CONFIRMED  
JUNE 10 1969

State of Alabama )

County of Morgan )

Personally appeared before me, a notary public in and for said County  
and State Joe D. McPherson, to me known, who  
being by me duly sworn, did depose and say that he is the  
Secretary of MUTUAL SAVINGS LIFE INSURANCE COMPANY, a Corporation  
that he knows the seal of said corporation; that the seal affixed to the fore-  
going 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 Vice  
President, sealed with its corporate seal and attested by said  
Secretary.

Witness my hand and notarial seal this 26th day of  
March, 1969.

Quentin S. Guatem  
Notary Public

My commission expires: January 25, 1970

257 883