

## **AGREEMENT**

THIS AGREEMENT, made and entered into this (1) /2-11-69 day of

DECEMBER \_\_\_\_\_, 1969 \_\_\_\_\_, by and between

(2) LEE E. and EVELYN TRICE

(hereinafter

called "Owner" and referred to as singular neuter), as owner of that certain real property (hereinafter called "Real Property"), situated in (3) Township 22

, County of (4) Shelby

State of Alabama, and more particularly described as follows:

Tract A. Commencing at the NE corner of NW-1/4 of the SE1/4 of Section 9, Township 22, Range 2 West, and run thence South 86 deg. 45 min. West a distance of 172 feet, more or less to the West right of way line of the Old Birmingham-Montgomery Highway; run thence South 12 deg. 25 min. West along the West side of said right of way a distance of 499.7 feet, the point of beginning of the lands hereinafter described; run thence in a North-easterly direction 312 feet, more or less to a point on the East line of said NW-1/4 of the SE-1/4 which is 391.5 feet South of the NE corner of said 40 acres; run thence South 2 deg. 30 min. East a distance of 205 feet; run thence in a Northwesterly direction a distance of 320 feet more or less to a point on the West right of way line of the Old Birmingham-Montgomery Highway which point is 30 feet South from the point of the beginning; run thence North 12 deg. 25 min. East along the West line of said right of way a distance of 30 feet to the point of beginning containing .836 acres more or less reserving however, a 10 foot strip for a roadway along the SW side of said tract of land. Tract B. Beginning at the NE corner of the NW-1/4 of the SE-1/4 of Section 9, Township 22, Range 2 West and run thence South 86 deg. 45 min. West a distance of 172 feet more or less to the West right of way line of the Old Birmingham-Montgomery Highway; run thence South 12 deg. 25 min. West along the West line of said right of way a distance of 499.7 feet; run thence in a Northeasterly direction a distance of 312 feet more or less to a point on the East line of said NW-1/4 of the SE-1/4 which point is 391.5 feet South of the NE corner thereof; run thence North 2 deg. 30 min. West a distance of 391.5 feet to the point of beginning and containing 2.34 acres more or less.

Tract G. The NE-1/4 of the SE-1/4 of Section 9, Township 22, Range 2 West; EXCEPT 10 acres in the SW corner thereof described as follows; Beginning at the SW corner of said NE-1/4 of the SE-1/4 of said section and run thence North 2 deg. 30 min. West a distance of 770 feet; thence North 87 deg. East a distance of 567 feet; thence South 2 deg. 30 min. East a distance of 668.9 feet to the South line of said 40 acres; run thence South 87 deg. West along the South line of said 40 acres a distance of 567 feet to the point of beginning.  
The lands herein conveyed containing 30 acres more or less.

Tract D. That part of the NW-1/4 of the SE-1/4 of Section 9, Township 22, Range 2 West described as commencing at the NE corner of said forty and running thence South 86 deg. 45 min. West, a distance of 162 feet more or less to the West right of way line of the Old Birmingham-Montgomery Highway for a point of beginning; run thence South 12 deg. 25 min. West along the West right of way line of the Old Birmingham-Montgomery Highway a distance of 358 feet, more or less, to the intersection with a settlement road running in a Northwesterly direction from the Old Birmingham-Montgomery Highway to the new Birmingham-Montgomery Highway (U.S. Highway #31); and run thence in a Northwesterly direction along said settlement road to the point of intersection of said settlement road with the North line of said NW-1/4 of the SE-1/4 of said Section 9; run thence North 86 deg. 45 min. East along the North line of said 40 acres to the point of beginning.

All of the above lands situated in Shelby County, Alabama, less easement to Alabama Power Company.

(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

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) November 10, 1969, designated as Lease No. (8) 11D53-8AL, whereunder Lessor has leased to (9) Lee E. Trice

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

(10) 1-CX31L4B4 Mix-Mill; 1-M640A2 Modicaster; 1-Premix Hopper;  
1-70" X 3-1/2" Auger, & Accessories; 2-20" X 3-1/2" Auger,  
Accessories; 1-25" X 3-1/2" Auger & Accessories;  
1-15" X 3-1/2" Auger & Accessories; 1-Sacking Spout; 1-Wiring  
Materials from amin

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) X Trish Downie (11) X Zoe E Trice (SEAL)

Witness \_\_\_\_\_ *Executive Officer* (SEAL)

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

ATTEST: \_\_\_\_\_

(13)

State of

**County of**

I, F. W. FLETCHER

a notary public

in and for said County and State, do, hereby certify that LEE E. and

EVELYN TRICE

personally appeared before me this day

and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11th day of

of DECEMBER

, 1969

**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

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

19

**Notary Public**

My commission expires: