

AGREEMENT

THIS AGREEMENT, made and entered into this (1) 5-25-70 day of 5-25-70, 1970, by and between

(2) James D. Rasco + Betty S. Rasco (hereinafter

called "Owner" and referred to as singular neuter), as owner of that certain real property (hereinafter called "Real Property"), situated in (3) 20

County of (4) Shelby  
State of (5) Alabama, and more particularly described as

follows: (6) PARCEL ONE:

The NE $\frac{1}{4}$  of NW $\frac{1}{4}$  and the North 132 feet of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 5, Township 21 South, Range 1 East, Shelby County, Alabama.

PARCEL TWO:

All that part of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 31, Township 20 South, Range 1 East lying Northeast of Four Mile Creek, being 4 acres, more or less; Also W $\frac{1}{2}$  of NW $\frac{1}{4}$ ; S $\frac{1}{2}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$  and SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 32, Township 20 South, Range 1 East. Also, all that part of the E $\frac{1}{2}$  of W $\frac{1}{2}$  of SE $\frac{1}{4}$  of Section 27, Township 20 South, Range 1 East lying South of the Fourmile Road, containing 31 acres, more or less.

Subject to transmission line permits and public road rights of way of record.  
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 17, 1970, designated as Lease No. (8) 04E51-1AL, whereunder Lessor has leased to (9) Rasco & Crenshaw Dairy

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

(10) 1-CX31L4B4 Mix-Mill, S/N 10017; 1-10" X 3-1/2" Auger, Motor, Accessories;

4-20" X 3-1/2" Auger, Motor, Accessories; 2-25" X 3-1/2" Auger, Motor,

(5) "Y" Outlets, Accessories; 1-30" X 6" Auger, Motor, Accessories;

1-Wiring materials from main; 1-9.9 Ton Bulk Feed Tank; 1-Model

1411 Grain Bin & Ladder; 1-Model 1416 Grain Bin & Ladder

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) Said Downie (11) James D. Rasco (SEAL)  
Witness Betty L. Rasco (SEAL)  
Witness \_\_\_\_\_ (SEAL)

ATTEST

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

State of Alabama  
County of Shelby

I, Gerard L. Parnell a notary public  
in and for said County and State, do, hereby certify that James D. Rasco  
& Betty L. Rasco personally appeared before me this day  
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25<sup>th</sup> day  
of May, 19 70.

Gerard L. Parnell  
Notary Public

My commission expires:  
Notary Public, Alabama State at Large  
My commission expires Feb. 2, 1972  
Bonded by Transamerica Insurance Co.

STATE OF ALABAMA  
COUNTY OF SHELBY  
INSTRUMENT FILED  
970 JUN 11 AM 1:03  
U.C. FILE NUMBER 98  
REC. BK. & PAGE TO BE SHOWN ABOVE  
Cordell & Co.  
State of Notary

BOOK 262 PAGE 648