

STATE OF ALABAMA)

SHELBY COUNTY)



19720202000005700 1/3 \$.00
Shelby Cnty Judge of Probate, AL
02/02/1972 12:00:00 AM FILED/CERT

7135
This agreement made this 27th day of January, 1972, between JOHN HENRY ROBERTS, Seller, and JAMES BLACKMAN, Purchaser.

The Seller hereby sells, and the Purchaser hereby purchases, subject to the terms and conditions hereinafter set forth, the property described below, all of which the purchaser agrees to keep and maintain as personal property at Montevallo, Shelby County, Alabama, in the 188 North Main Street, said property being described as follows, to-wit:

All equipment described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein.

For which the Purchaser agrees to pay the total sum of FIVE THOUSAND, FIVE HUNDRED (\$5,500.00) DOLLARS plus interest at the rate of eight per cent (8%) on the unpaid balance thereof, payable in installments of One Hundred, Eight and 00/100 (\$108.00) Dollars per month, commencing on the 1st day of March, 1972, and a like installment due each month thereafter until said indebtedness is paid in full, together with the interest.

This said agreement and contract is further subject to the following terms, conditions and covenants, to-wit:

Purchaser agrees to keep the above described property insured against loss or damage by fire, wind, theft, and accident, in an insurance company or companies satisfactory to the seller, in an amount not less than the unppid portion of the purchase price, such insurance to be payable to the seller as its interest may appear, and the policies therefor to be delivered to and retainer by the seller until the purchase price is paid in full. If the purchaser fails at any time to provide such insurance, the seller may have the property insured and the cost of such insurance shall be paid by purchaser.

It is understood that the title to the above described property shall not pass to the purchaser but shall remain vested in and be the property of the seller, or its assigns, until the purchase price, interest, and all other sums due hereunder have been fully paid. Each and all of the conditions and stipulations of this agreement, including the time for making payments, shall be and are of the essence of this contract, and no agreement for any extension of time or postponement of any payments shall be valid unless in writing signed by the then owner of this contract.

The purchaser agrees to keep, use, and maintain the property in a careful manner so as not to unreasonably or unnecessarily expose the same to damage, wear, or depreciation, and agrees to keep the same in good order and repair and free of all taxes, liens, and encumbrances whatsoever, and agrees not to remove the property from its place of business described above nor to sell, assign, or transfer its rights under this con-

tract or transfer possession of said property or permit the same to pass from its possession.

It is expressly agreed that the property shall be and remain strictly personal property and retain its character as such, no matter in what manner it may be affixed or attached to any building, structure, or premises.

In the event of any default by the purchaser in the performance of any of the terms or conditions hereof, the seller may at its option and without notice declare the unpaid portion of the purchase price, together with accrued interest thereon, if any, immediately due and payable, and thereupon the seller may either proceed to collect from the purchaser the balance due or retake possession of the property wheresoever it may be found, with or without legal process, and hold the same free of all claims of the purchaser and retain as liquidated damages all payment theretofore made.

For the purpose of enforcing the seller's rights hereunder, the purchaser authorizes the seller to enter on the premises, with or without notice, and remove the property, and hereby waives any action, or right of action, arising out of such entry and re-possession, and if the matter be placed in the hands of an attorney or collector for suit or collection, the purchaser agrees to pay the reasonable value of such services and expenses.

It is understood and agreed that no verbal or written understanding or agreement of any kind exists in regard to the property or the payments therefor other than what is herein expressly dated; that all goods purchased hereunder are bought by the purchaser in sole reliance on and subject to the manufacturer's warranty, if any, and purchaser buys said property "as is" from the seller. Any provision of this contract prohibited by laws of any state shall as to such state be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract.

The buyer acknowledges receipt of a true copy hereof.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the date first give above.

Lawrence Lee Roberts
Witness

Louis Cobb
Witness

John Henry Roberts (SEAL)
John Henry Roberts - Seller

James R. Blackman (SEAL)
James Blackman - Purchaser



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EXHIBIT "A"

1 ea Warren 8' Produce case and compressor GA 145-1396
 1 ea Warren 12' Produce Case and Compressor GA 145-1120
 1 ea Warren 12' Dairy Case and compressor FH 98-1278
 1 ea Warren 12' Dairy Case and compressor GD 159-2680
 1 ea Hill 10' Red Meat Case and compressor 855F-1584-227
 1 ea Warren 8' Red Meat Case and compressor Painter over
 1 ea Hussman Frozen Food Case and compressor 8087-0162
 1 ea Hussman Frozen Food Case and compressor 3007-1100
 1 ea Coke Drink Box self contained 012-12239
 1 ea National Cash Register FC-1011557-YY
 1 ea National Cash Register FC-10110130-BBB
 10 ea Grocery Shopping carts
 19 linear feet single side shelving
 64 linear feet Double side shelving
 34 linear feet upper single side shelving over freezer box
 2 ea meat chopping blocks
 1 ea Toledo Band Saw Ser No. 5444
 1 ea Sloan Slicing Machine Ser No. 90945
 1 ea Toledo Meat Grinder Ser No. 20023
 1 ea Starr Ice Machine Ser No. 60908-DK
 1 ea Keene Knife Sharpener Ser No. 16886
 1 ea Toledo Cuber Ser No. 20249
 1 ea Pre-Pack Wrapping Machine Ser No. 79009
 1 ea Toledo Scale (Pre-Pack) Ser.No. 4771
 1 ea Toledo Scales Ser No. 134722
 1 ea Toledo Scale (Meat) Ser No. 1228992
 2 ea built in checkout counters
 1 ea Toledo Scale (Produce) Ser No. 1323563
 1 ea built-in walk-in cooler and compressor
 Assortment of saws and knives in Meat Department

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UCC FILE NUMBER OR
 REC. BK & PAGE AS SHOWN ABOVE

NUMBER OF PAGES

STATE OF ALA. SHELBY CO.
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