

STATE OF ALABAMA

CHILTON COUNTY

This agreement made and entered into on this the 27 day of February, 1960, by and between John D. Williamson, Party of the First Part, and Alexander Schoettlin, Party of the Second Part, witnesseth:

That for and in consideration of Two Thousand Two Hundred Fifty (\$2,250.00) and no/100 Dollars in hand paid by Party of the Second Part to the Party of the First Part, the receipt whereof is hereby acknowledged, the said Party of the First Part agrees with Party of the Second Part as follows:

(1) That he will convey to said Party of the Second Part all of his interests in the Shelby Clay, Shale & Mineral Company, Inc.; said interests being thirty-eight (38) shares and being shown as Stock Certificate No. 1.

(2) That he will further convey any individual interests which he might have in that certain lease executed by Party of the First Part to E. J. Overstreet and John D. Williamson. Said lease having been recorded July 21, 1956, in Record Book 181, Page 478 in Shelby County, Alabama. The said Party of the First Part does further convey to Party of the Second Part all his interests in the following equipment, to wit:

One Lorraine Model 41, Shovel, Dredline with 40' Boom, Fairleads, Hendrix Dredline Bucket, complete with Waukesha Gasoline Engine, Machine Serial No. 14593.

Such equipment is now located at the United Cement Company in Shelby County, Alabama.

The said Party of the First Part does further warrant individually and as president of the Shelby Clay, Shale & Mineral Company, Inc., that the above equipment is free from all claims, encumbrances, and liens. The said Party of the First Part does further agree that within a period of ten (10) days that he will secure said equipment from the United Cement Company and deliver the possession of said equipment to the said Party of the Second Part in a position agreed upon by the parties. The said Party of the First Part does hereby release and forever discharge and its assigns does for himself, his heirs, executors, and administrators, and

19730605000031240 1/2 \$.00
Shelby Cnty Judge of Probate, AL
06/05/1973 12:00:00 AM FILED/CERT

BOOK 280 PAGE 622

successors, heirs, release, and forever discharge the said Party of the Second Part, his heirs, executors, and administrators, of and from all, and all manner of action and actions, causes, and causes of actions, debts, debts, dues, sums of money, and any other claims which he might have against the Party of the Second Part. The said Party of the Second Part has hereto consented and agreed with Party of the First Part as follows:

That he will release and forever discharge or for these presents release and discharge his heirs, executors and administrators release or forever discharge the said Party of the First Part, his heirs, executors, and administrators of and from all manner of actions, and causes of actions, debts, debts, and all claims of whatever nature which he might hold individually against the said Party of the First Part and the Shelby Clay, Shale & Mineral Company, Inc.

It is further understood and agreed between the parties that the said Party of the Second Part is purchasing all of the outstanding interests of Party of the First Part individually and as to his interests in the Shelby Clay, Shale & Mineral Company, Inc.

In Witness Whereof, we have hereunto set our hands and seals this the 27 day of February, 1960.

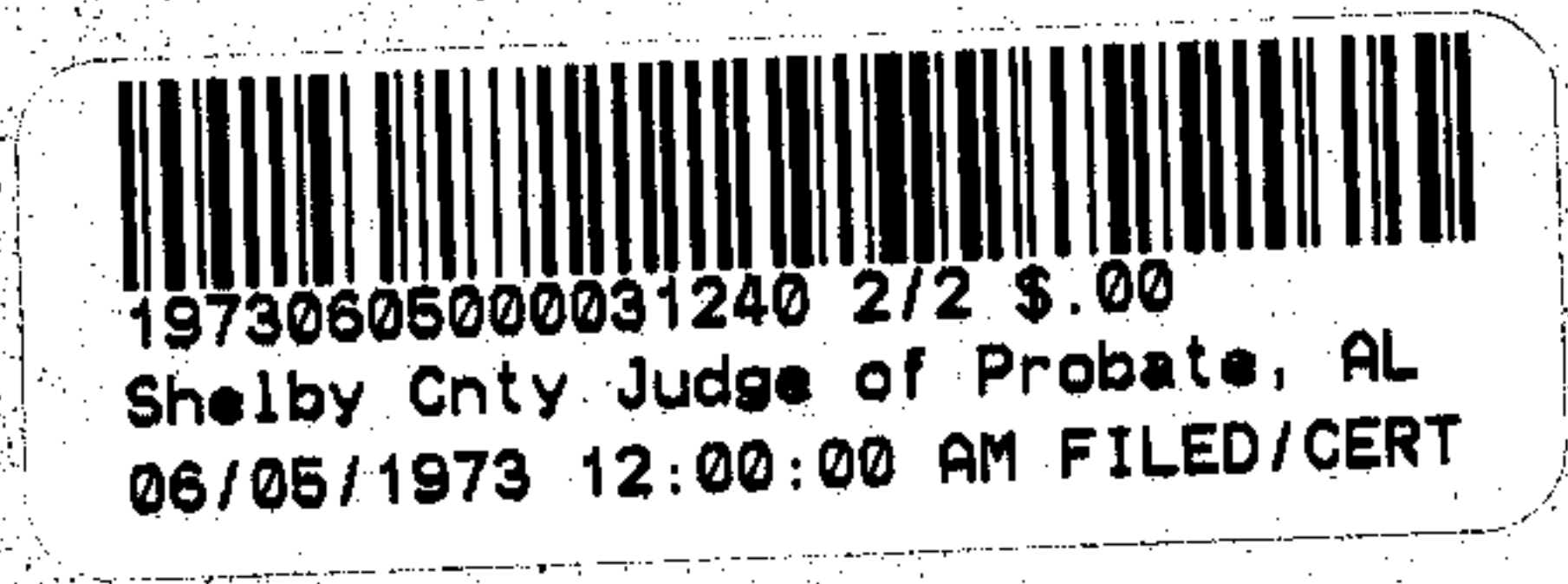
WITNESSES:

Francis W. Speaks
W. L. Gann

John D. Williamson
PARTY OF THE FIRST PART

Francis W. Speaks
W. L. Gann

Alexander Schottlin
PARTY OF THE SECOND PART



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1973 JUN -5 PM 1:19
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE
Clerk of Probate