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A G R E E M E N T

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Shelby Cnty Judge of Probate, AL  
10/12/1979 12:00:00 AM FILED/CERT

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Andress Engineering Company, a corporation, as owner of certain real estate described in Exhibit "B", which is attached and made a part of this Agreement, does hereby agree to the following:

1. That Andress Engineering Company, as Lessor, executed a certain lease with Shelly Cain, Jr., an individual, as Lessee, dated September 30, 1978, in regard to the above described real estate.
2. That Higginbotham Oil Company, Inc., as Lessor, executed a certain master equipment lease with Shelly Cain, Jr., as Lessee, dated April 2, 1979, whereby certain equipment as described in Exhibit "A", and made a part of this Agreement, is to be located on the leased premises as described in the lease (Exhibit "B") dated September 30, 1978, between Andress Engineering Company, Lessor, and Shelly Cain, Jr., Lessee.
3. That Higginbotham Oil Company, Inc., has entered into a lease with Equico Lessors, Inc., regarding certain equipment as described in Exhibit "A", whereby all of the described equipment is to be located on the property owned by Andress Engineering Company as described in Exhibit "B". That title to such equipment shall remain in Equico Lessors, Inc., its legal representatives, successors, agents, or assigns, until such time as it is conveyed by Equico Lessors, Inc. to other parties.
4. It is agreed by Equico Lessors, Inc., as Lessor, under that certain lease dated April 24, 1979, between Equico Lessors, Inc., as Lessor and Higginbotham Oil Company, as Lessee, that in the event there is a default under the terms of the equipment lease between these parties that each party shall give Andress Engineering Company notice in writing by certified mail stating as to the conditions creating the default. It is further agreed that Andress Engineering Company shall have the option within thirty (30) days of receipt of notice to cure the default condition or conditions and assume the equipment lease as Lessee under the same terms and conditions as Higginbotham Oil Company, Inc., Lessee.

33 PAGE 133  
BOOK

**Andress Engineering Company**

3112 Ryeolett Road



5. Andress Engineering Company does hereby recognize and acknowledge that any claim or claims that Equico Lessors, Inc., has or may hereafter have against said equipment is superior to any lien or claim of any nature which Andress Engineering Company now has or may hereafter have to such equipment by statute, agreement or otherwise.

6. Andress Engineering Company does hereby waive any right that the corporation may have in regard to rent in arrears against certain equipment listed in Schedule "A". The waiver shall exist only so long as title remains exclusively in Equico Lessors, Inc. It is further agreed that Equico Lessors, Inc., and Higginbotham Oil Company, Inc., shall notify Andress Engineering Company by certified mail when title to such personal property is transferred from Equico Lessors, Inc., to another party.

7. It is further agreed that Equico Lessors or its assigns or agents may remove said equipment from the above described premises subject to paragraph four of this agreement and that Equico Lessors, Inc., will be responsible for repairs to the premises due to removal of the equipment so as to leave the real property in satisfactory condition.

8. This Agreement shall inure to the benefit of the successors and assigns of Equico Lessors, Inc., and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

APPROVED BY:

ANDRESS ENGINEERING COMPANY,  
a corporation


HIGGINBOTHAM OIL COMPANY, INC.

By  
Its

*[Signature]*  
*[Signature]*

By

*[Signature]*  
HARRY R. ANDRESS  
Its President

  
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EQUICO LESSORS, INC.

By

Its

*[Signature]*  
*[Signature]*

STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that James H. Higginbotham, whose name as Vice President of Higginbotham Oil Company, Inc., a corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing document, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 11th day of June, 1979.

Bernice S. Linnell  
NOTARY PUBLIC

Notary Public, Alabama, State Seal No. 1000  
Bonded by Home State of N.Y.

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Harry R. Andress, whose name as President of Andress Engineering Company, a corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing document, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 11th day of June, 1979.

Danton A. Brown  
NOTARY PUBLIC

STATE OF GEORGIA )

COUNTY OF DeKalb )

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I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that R. O. Siggelkow, whose name as Assistant Vice President of Equico Lessors, Inc., a corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing document, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 14th day of June, 1979.

William S. Linnell  
NOTARY PUBLIC  
Notary Public, Georgia, State Seal No. 1000



This schedule is to be attached to and becomes part of the Agreement dated X April 24, 197  
between the undersigned and Equico Lessors, Inc. or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
new	12	310-1 Wayne Decade Pumps		420602, 672, 750, 669, 697, 752, 88 670, 743, 814, 89
new	1	Wayne PP/SY90/12R System 90 Console		000480
new	16	Whiteway RA400 SMH Lights		
new	2	Whiteway AS1000 W-M Light		
new	2	White TSP 16' X 2" Pole		
new	1	Champion 20BV10P Air Compressor		308817
new	3	10,000 Gallon Underground Tanks		
new	3	Red Jacket Submersible Pumps		
new	1	48' X 60' 6 Column Canopy		
new	1	Model 16 Vending Patio		
new	2	Model C5 Floor Safes		
new	1	Vacuum Cleaner		
new	1	Hand Dryer		
new	1	Model 670106 Paydrawer		
new	4	3' X 16' X 9" Island Forms		
new	1	Bogen Intercom		
new	5	Intercom Speakers		
new	2	SS208-B/Y Price Signs		
new	3	OPW 104A 12" Manholes		
new	3	Red Jacket 24" X 24" Manholes		
new	3	OPW 61-S 4 X 4 Fill Caps		
new	4	4" X 60" Bumper Post		
new	3	4" X 28" Fill Pipes		
new	12	OPW 10RF 1 1/2" Check Valve		
new	18	Lengths 2" Galvanized Pipe		
new	1	Lengths 1 1/2" Galvanized Pipe		
new	4	Lengths 1/2" Galvanized Pipe		
		Miscellaneous parts, fittings, and labor		

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

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Higginbotham Oil Company, Inc.

(Name)

By: X

Its: X



EXHIBIT "B"

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said 1/4-1/4 section a distance of 474.70 feet to the point of beginning; thence continue along the last stated course a distance of 82.20 feet to a point; thence 117° 04' to the right in a Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence 89° 59' to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 73.20 feet to a point; thence 90° 01' to the right in a Northeasterly direction a distance of 133.51 feet to the point of beginning. Containing 11,142.02 square feet or 0.256 acres.

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West and run in an Easterly direction along the Northerly line of said 1/4-1/4 section a distance of 305.42 feet to the point of beginning; thence continue along the last stated course a distance of 169.28 feet to a point; thence 117° 04' to the right in a Southwesterly direction a distance of 133.51 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; said point lying on a curve to the right having a central angle of 1° 31' 58" and a radius of 5639.58 feet; thence 89° 59' to the right (angle measured to tangent) and run along the arc of said curve to the right and along said right of way line for a distance of 150.86 feet to a point; thence 88° 29' 02" to the right (angle measured to tangent) in a Northwesterly direction a distance of 54.60 feet to the point of beginning. Containing 14,260.40 square feet or 0.327 acres.

STATE OF ALA. SHELBY CO.

I HEREBY THIS

1979 OCT 12 PM 12:40

Thomas A. Lawrence, Jr.  
JUDGE OF PROBATE

Rec. 750  
100  
850



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BOOK 33 PAGE 143