

1645
RICHLUND & Associates, Inc: LEASE NO.

0333 34001

OWNER'S OR MORTGAGEE'S CONSENT

WHEREAS, the undersigned is the Owner/Mortgagee/Trustee (strike all but one) of realty situated in the County of SHELBY, State of ALABAMA, DESCRIBED AS FOLLOWS: (insert legal description and street address): Montevillo Medical Arts Bldg.
266 N. Salem Rd.
Montevillo, AL 35115

WHEREAS, RICHLUND & Associates, Inc. (hereinafter referred to as "Lessor") is about to lease, or has leased, pursuant to the terms of that certain Lease Agreement dated the 15TH day of DECEMBER, 19 88, denoted RICHLUND & Associates, Inc. Lease No. SEE ATTACHED FOR LEGAL DESCRIPTION between Lessor and BENJAMIN ALAN CRUNK, INDIVIDUAL & DBA BENJAMIN ALAN CRUNK, DDS (hereinafter referred to as "Lessee"),

the following property (hereinafter "Equipment"), which Equipment has been or is about to be erected, installed or otherwise affixed to the aforesaid realty: (insert description of the equipment):

- 1 - PANOURA 10CSUL X-RAY
1 - DENT-X 810 BASIC PROCESSOR

NOW, THEREFORE, in order to induce Lessor to enter into said Lease Agreement and in consideration of the lease of the Equipment by Lessor to Lessee, and other good and valuable consideration, the undersigned does hereby covenant and agree to and with Lessor, that the undersigned for its heirs, administrators, executors, successors and assigns, expressly assents to reservation of title to the Equipment in lessor, its successors and assigns, and agrees that the Equipment shall be and remain personal property and shall be removable by Lessor, its successors or assigns. The undersigned for its heirs, successors and assigns, expressly waives any claim to the equipment, as fixtures or otherwise, whether such claim be now existing or hereinafter acquired.

FURTHER, the undersigned hereby expressly waives any and all rights which the undersigned may now possess or may hereafter acquire to seize, hold, distrain, levy upon, take possession of, sell or otherwise transfer the Equipment until such time as Lessor has waived in writing any interest in the Equipment.

The covenants herein contained shall run with the land.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and sealed, or caused these presents to be signed by its proper and authorized corporate officer/s and caused its corporate seal to be affixed hereto this 19 day of December, 1988.

Signed, sealed and delivered in the presence of:

INDIVIDUAL/PARTNERSHIP OWNER SIGNATURE:

CORPORATE OWNER SIGNATURES:

Individual Owner or Mortgagee

Shelby Medical Center
DBA Shelby County Hospital Authority

Corporate Owner/Mortgagee

If Owner/Mortgagee is Married, Spouse

TITLE Asst Administrator
By Preston G. Thompson
Authorized Officer
Preston G. Thompson

Colonial Pacific Leasing
P.O. Box 1100 • Tualatin, Oregon 97062-1100
PM 2106/88

PLEASE COMPLETE APPROPRIATE INFORMATION ON REVERSE

ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP OWNER/MORTGAGEE

STATE OF

COUNTY OF

I, _____, A Notary Public in and for the State of _____ hereby certify that on this _____ day of _____, 19____, before me personally appeared _____ to me well known to be (one of the partners of the partnership) (the identical individual named in and) who executed the within and foregoing instrument and acknowledged that he signed, sealed and delivered the same as (the partnership's) (his) free act and deed for the uses, purposes and consideration therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Notary Public

In and for the State of: _____

My Commission Expires: _____

ACKNOWLEDGEMENT BY CORPORATE OWNER/MORTGAGEE

STATE OF ALABAMA ss

COUNTY OF SHELBY

On this 19TH day of DECEMBER, 19 88, before me a Notary Public in and for the State of ALABAMA, County of SHELBY personally appeared PRESTON G. THOMPSON to me personally well-known and known to me to be ASSISTANT ADMINISTRATOR of the corporation which executed the within and foregoing instrument, who being by me duly sworn on oath stated that he was authorized to execute said instrument; that he is such officer, that he knows the seal of said corporation by authority of the Board of Directors and he acknowledged the execution of said instrument to be his free, true and lawful act and deed of said corporation by him in his said capacity and by it voluntarily executed for the uses, purposes and consideration therein mentioned.

Notary Public

In and for the State of: ALABAMA

My Commission Expires: 05-31-92

RETURN ACKNOWLEDGED COPY TO:

RICHLUND & Associates, Inc.
#19 Centre Pointe Drive
St. Charles, MO 63303

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A tract located in the NE 1/4 of the NW 1/4 of Sec. 21, T.22 South, Range 3 West, more particularly described as follows: Commence at the NE corner of said 1/4 - 1/4 Section, thence Southerly along the E. line of said 1/4 = 1/4 503.80 feet, thence 44 deg. 40 min. right, Southwesterly, 99.92 feet to the intersection of the Southwesterly ROW line of County Highway 15 and the Westerly ROW line of Ala. Highway 119, thence 44 deg, 40 min. left, Southerly, along the Westerly ROW line of said Highway 119, 311.43 feet, thence 90 deg. right, Westerly, 150.0 feet, thence 01 deg. 13 min. right, Westerly, 56.0 feet to a fence, being the Point of Beginning; thence 09 deg. 30 min. 09 sec. right, Northwesterly, along said fence 381.87 feet, thence 69 deg. 03 min. 09 sec. left, Southwesterly, 20.7 feet, thence 90 deg. right, Northwesterly, 47.5 feet to a fence, thence 106 deg. 03 min. 38 sec. left, Southwesterly, along said fence 71.42 feet, thence 104 deg. 23 min. 22 sec. left, Easterly, 445.82 feet to the Point of Beginning, containing 15,380.75 square feet, or 0.35 acres, more or less.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 JAN 25 AM 8:26

Thomas A. Shoultz, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 7.50
Index Fee	1.00
TOTAL	8.50