

TITLE TO REAL ESTATE

Williams did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce release, and forever relinquish unto the within named S. H. Kress and Company, its successors and assigns, all her interest and estate, and also all her right and claim of dower of, in, or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this 3rd day of Oct. 1940. Helen M. Williams.  
Frances M. Woolls.

Frances M. Woolls  
Notary Public, Kings County, Kings Co. Clerk's No. 62, Reg. No. 2075,  
N. Y. Co. Clerk's No. 174, Reg. No. 2-W-114, Commission expires March 30, 1942.

S. C. Stamps \$160.00  
U. S. Stamps \$ 88.00

Recorded January 24th, 1942 at 1:00 P. M. #1122 BY:E.G.

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THIS AGREEMENT, made in the City of Marion, State of North Carolina, on the 27 day of December, 1941, by and between the Marion Manufacturing Company, Inc., a corporation duly created, organized and existing under and by virtue of the laws of the State of North Carolina, and having its chief place of business in the City of Marion, North Carolina, hereinafter referred to as the "Consignor", and the Kimmel Teat Machinery Co., Inc., a corporation having its chief place of business in the City of Greenville, South Carolina, hereinafter referred to as the "Consignee", witnesseth, that it is mutually agreed by and between said parties as follows:

- (1) Consignor shall deliver to Consignee and Consignee shall receive and accept possession of a group of between 350 and 360 second-hand, used looms, model 1912 to 1914, E model, with roper let-off, ratchett take-up, two harness, roll top, double filling fork, 45 1/2 inch reed space, one loom beam per loom, and about 2000 drop wires per loom, with all strapping and harness frames, but no heddles, upon the terms and conditions hereinafter set forth.
- (2) Consignee shall send for and haul at its expense from the ware house of Consignor within two weeks after Consignee is notified that the looms are ready and available, and Consignee shall store and keep said looms in its ware house at its expense and shall bear all charges and expenses of hauling, storing and caring for said looms, and shall keep said looms fully insured for the benefit, and in the name of, Consignor, in a good and solvent fire insurance company, until a sale of said looms by Consignee is made and consummated or until this agreement is terminated as herein provided.
- (3) That said looms shall be received and held by Consignee as consignee and not otherwise, and title to all of such looms shall at all times be vested in Consignor, and said looms shall be at all times subject to and under the direction and control of Consignor, until Consignee shall pay or cause to be paid to Consignor the net sum of \$45.00 per loom.
- (4) That Consignee shall sell such looms only to persons, firms or corporations as shall be solvent and of good credit and business standing, and at a price in excess of \$45.00 per loom, and upon sale of all or a part of said looms, Consignee shall cause the purchaser to pay direct to the order of Consignor the sum of \$45.00 per loom for all looms so sold, and shall collect and retain the balance of the price per loom for which said looms are sold by it as its commission and compensation for such sale, and upon making any sale hereunder Consignee shall immediately execute any and all documents necessary or advisable in order to carry out the purposes of this agreement.
- (5) That if upon the expiration of six months from the date final notice is received that looms are available ~~of this agreement~~ Consignee has not sold all of said looms, in accordance with said terms and conditions herein, Consignor may at that time, or at any time thereafter, terminate this agreement and sell said looms by paying to Consignee a sum equal to a ten percent commission on the gross sales price of the looms so sold by Consignor; and if all of said looms have not been sold by Consignee at the end of six months from the date ~~of this agreement~~, that final notice is received that looms are available Consignor reserves the right, at that time or at any time thereafter, in its discretion, to dispose of said looms by selling same for scrap or by disassembling the looms and selling the parts as used supplies or using the parts as supplies in Consignor's plant, but if any of said looms are so disposed of by Consignor by sale for scrap or by disassembly and sale or use of parts, Consignor shall pay to Consignee the sum of \$4.50 per loom.

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