

TITLE TO REAL ESTATE

(6) That said looms may be sold under this agreement, in accordance with its provisions, by Consignee or by Consignor, as one entire unit of 350 to 360 looms, or in any smaller units, as either party so selling may desire.

(7) That if this agreement shall be terminated for any cause before Consignee shall have sold all of said looms, Consignor shall be entitled to the immediate possession of all unsold looms, and Consignor shall cause said looms to be moved from the ware house of Consignee, at the expense of Consignor, immediately upon the termination of this agreement.

(8) That the sole consideration to Consignee under this agreement shall be the right to sell said looms, and any amount in excess of the sum of \$45.00, received for each loom sold, (risk of loss on any and all looms to be on Consignee), for all looms sold by Consignee, and ten percent of the gross sales price of any and all looms sold by Consignor under the provisions of this agreement, and the sum of \$4.50 per loom for all looms sold for junk or disassembled by Consignor under the provisions of this agreement; and that Consignor shall be put to no expense in the sale of disposition by Consignee of any or all of said looms sold by Consignee under this agreement.

(9) That this agreement shall continue for five years, subject to termination in writing to Consignee if Consignee shall become insolvent or if Consignee shall breach any of the terms or provisions herein contained.

IN WITNESS WHEREOF Consignor has caused this agreement to be executed in its behalf by S. L. Copeland, its Vice-President, thereunto duly authorized, and has caused its corporate seal to be affixed, attested by its Secretary, and Consignee has caused this instrument to be executed in its behalf, by Leon Kimmel, its Secretary-Treasurer, thereunto duly authorized, and has caused its corporate seal to be affixed, attested by its Secretary, all the day and year first above written.

Attest:

Sam L. Copeland
Secretary

Witnesses: Terry A. Moore
Chas. A. Harris



Marion Manufacturing Company
BY: Sam L. Copeland
Vice-President.

Attest:

Leon Kimmel
Secretary

Witnesses: A. D. Asbury
Sue H. Harrison



Kimmel Teat Machinery Co., Inc.,
BY: Leon Kimmel
Secy-Treas.

State of North Carolina,
County of McDowell

Personally appeared before me Terry A. Moore and made oath that he saw the within named Sam L. Copeland, sign, seal and as his her their act and deed, deliver the within instrument, and that he with Chas. A. Harris, witnessed the execution thereof.

Sworn to before me, this 17th day of January, A. D. 1942.

Jno. M. Snoddy, N. P. (SEAL)
Notary Public, N. C.

Terry A. Moore

My commission expires May 18, 1942.

State of South Carolina,
County of Greenville.

Personally appeared before me A. D. Asbury and made oath that he saw the within named Leon Kimmell sign, seal and as his act and deed, deliver the within instrument, and that he with Sue H. Harrison witnessed the execution thereof.

Sworn to before me this 24th day of January, A. D. 1942.

M. M. Hewell (SEAL)
Notary Public, S. C.

A. D. Asbury.

North Carolina.
McDowell County

This 29 day of December, 1941, personally came before me, a Notary Public, S. L. Copeland, who being by me duly sworn says, that he is Vice-President and Secretary of the Marion Manufacturing Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said S. L. Copeland acknowledged the said writing to be the act and deed of said corporation.



W. F. Grant,
Notary Public

My commission expires Jan. 16, 1943.

O.K.
L.K.
D.N.
S.L.C.