


This Instrument Was Prepared By:

B. Christopher Battles

3150 Hwy 52 West

Pelham, Al. 35124


20090608000217060 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
06/08/2009 12:47:18 PM FILED/CERT

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS ASSIGNMENT of Lessee's interest in a certain lease is hereby made and entered into by and between C & C Realty, L.L.C., a Alabama Limited Liability Company (hereinafter "Assignor"), and Jerry and Sandra Montalbano, individuals (hereinafter "Assignee"), on this _____ day of April, 2009.

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee and Assignee hereby accepts, all of Assignor's interest as Lessee in that certain Lease (the "Lease") dated May 23, 2007, by and between Robert J. Reuse, Roger E. Reuse and Kenneth W. Bettini, as Lessor, and C & C Realty, L.L.C., as Lessee, covering certain leased premises located in Shelby County, Alabama, being more particularly described as follows (the "Leased Premises"):

SEE ATTACHED LEGAL

together with all improvements and appurtenances, [including the option to purchase the Leased Premises contained therein]. A Memorandum of Lease evidencing the aforesaid Lease is 20070525000245 recorded in _____ Book _____, Page _____, Register's Office of Shelby County, Alabama, and Assignor's interest therein is also hereby assigned to Assignee. 540

TO HAVE AND TO HOLD the same unto said Assignee from the date hereof and for the remainder of the term demised in said Lease, subject to the rents, covenants, conditions and provisions contained therein; and Assignor does hereby warrant that said Lease is currently in full force and effect, that its interest in said Lease is freely assignable, that Assignor has made no prior assignment of said Lease, and that no defaults exist on the part of Assignor which would entitle the Lessor to terminate the Lease or seek damages against Assignor or Assignee.

Assignee hereby accepts said assignment and agrees to be bound by all the terms, conditions and covenants contained herein and in the Lease and to make all rental payments and to perform all acts and obligations required of Lessee under said Lease. Assignee agrees to indemnify and hold Assignor harmless from liability for any default under the Lease occurring from and after the date hereof and from liability for acts, or failure to perform such acts or obligations, under the Lease occurring from and after the date hereof.

Assignor agrees to indemnify and hold Assignee harmless from liability for any default under the Lease on or prior to the date hereof and from Assignor's acts, or failure to perform such acts or obligations, under the Lease occurring on or prior to the date hereof.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and date first above written at Pelham, Alabama

ASSIGNOR:

C & C Realty, L.L.C.

By:

Larry Pearce, Member

ASSIGNEE:

Jerry and Sandra Montalbano

Sandra Montalbano

By:

Jerry Montalbano
Jerry and Sandra Montalbano

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, Lamie Leanne Harris, a Notary Public in and for said County, in said State, hereby certify that Larry Pearce, whose name as Member of C & C Realty, LLC, a limited liability company is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal, this 2nd day of April, 2009.

Lamie Leanne Harris
Notary Public
My Commission Expires:

My Commission Expires Jan 22, 2012



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**STATE OF ALABAMA
COUNTY OF SHELBY**

I, CHARLES W. ALLEN, a Notary Public in and for said County, in said State, hereby certify that Jerry and Sandra Montalbano, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of APRIL, 2009.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA, ALL RIGHTS
MY COMMISSION EXPIRES 12/31/2012
RECEIVED BY NOTARY PUBLIC JUNE 12, 2009



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EXHIBIT "A" LEGAL DESCRIPTION

Access Easement

Commencing at the grader blade at the NE corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, thence S 89°36'05" W a distance of 204.91 feet to a point; thence S 0°00'00" E a distance of 222.95 feet to an iron found; thence N 69°03'40" E a distance of 34.02 feet to a point, which is the point of BEGINNING; thence N 69°03'40" E a distance of 32.42 feet to an iron found; thence S 1°20'38" W a distance of 498.64 feet to a point; thence N 88°34'28" W a distance of 261.66 feet to a point; thence N 39°19'48" W a distance of 39.60 feet to a point; thence S 88°34'28" E a distance of 257.47 feet to a point; thence N 1°20'38" E a distance of 456.30 feet; to the point and place of BEGINNING.
Containing 0.51 acres, more or less;

Parcel A

Commencing at the grader blade at the NE corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, thence S 89°36'05" W a distance of 204.91 feet to a point; thence S 0°00'00" E a distance of 222.95 feet to a iron found; thence N 69°03'40" E a distance of 34.02 feet to a point; thence N 69°03'40" E a distance of 32.42 feet to iron found; thence S 1°20'38" W a distance of 498.64 feet to a point; thence N 88°34'28" W a distance of 261.66 feet to a point, which is the point of BEGINNING; thence N 88°34'28" W a distance of 79.21 feet to a point; thence N 39°19'48" W a distance of 461.43 feet to a 4x4 concrete monument; thence N 2°44'30" W a distance of 179.73 feet to a 4x4 concrete monument; thence N 37°47'03" W a distance of 187.11 feet to a point; thence N 89°36'05" E a distance of 75.51 feet to a point; thence S 37°47'3" E a distance of 160.20 feet to a point; thence S 2°44'30" E a distance of 109.48 feet to a point; thence N 81°29'40" E a distance of 42.18 feet to a point; thence S 5°40'01" E a distance of 29.13 feet to a point; thence S 81°25'33" W a distance of 43.68 feet to a point; thence S 2°44'30" E a distance of 40.06 feet to a point; thence S 39°19'48" E a distance of 493.30 feet; to the point and place of BEGINNING.
Containing 1.17 acres, more or less;