

3218

STATE OF ALABAMA)
SHELBY COUNTY)

BOOK 181 PAGE 137

THIS contract or agreement entered into between C. B. Naish and Minnie O. Naish, (hereinafter referred to as Grantors), and Longview Lime Corporation, a corporation, (hereinafter referred to as Grantee),

WITNESSETH:

WHEREAS, the parties hereto executed an option for a period of 90 days to lease the following lands and premises in Shelby County, Alabama, under the conditions, provisions, and covenants set out therein, namely:

West Half of Northeast Quarter of the Southeast
Quarter of Section 7, Township 21, Range 2 West;
and

WHEREAS, said option was dated July 20, 1955, was recorded in the Probate Office of Shelby County, Alabama, in Deed Book 174, page 209; and

WHEREAS, on the 28th day of July, 1955, an instrument in lease form was entered into by and between the parties aforementioned, which is likewise recorded in the Probate Office of Shelby County, Alabama, in Deed Book 174, at page 209; and

WHEREAS, there is a controversy between the parties as to whether or not said lease is effective, it being the contention of Grantors that it is, but on the other hand, it is the contention of the grantee that said lease was to be attached to the option as an Exhibit thereto and that it was not its intention that it should be bound by the lease at that time, believing and thinking that it was only to be an exhibit to the option; and

WHEREAS, the parties hereto desire to compromise said controversy and cancel said lease.

Thereupon it is agreed between the parties as follows:

1. That for and in consideration of the sum of One Thousand One Hundred Dollars (\$1,100.00) to be paid by Grantee to Grantors, and receipt of which is acknowledged, we the said parties do hereby cancel and annul said option and the alleged lease, and agree the same shall be held for naught. All obligations of said Longview Lime Corporation, a corporation, growing out of or pertaining in anywise to said option or said lease and all obligations of any kind, or claims

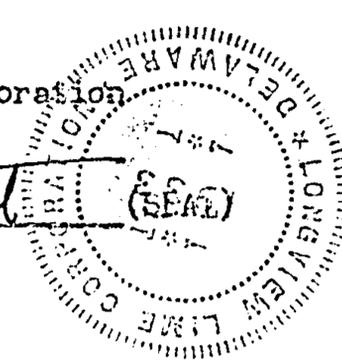
of any nature growing out of said option and said lease inuring to said Grantee, are hereby completely satisfied and held for naught.

WITNESS our hands and seals this the 10th day of July, 1956.

C. B. Naish (SEAL)
Minnie O. Naish (SEAL)
Grantors

LONGVIEW LIME CORPORATION, a corporation

By John E. Urquhart (SEAL)
As President
Grantee



STATE OF ALABAMA)

SHILBY COUNTY)

I, L. G. Rummage, a Notary Public in and for said County, in said State, hereby certify that C. B. Naish and Minnie O. Naish, his wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14 day of July, 1956.

L. G. Rummage
Notary Public

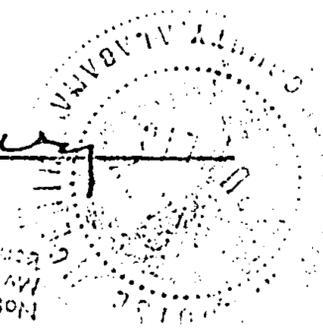


STATE OF ALABAMA)
JEFFERSON COUNTY)
My commission expires 1/14/59

I, Louise McNiry, a Notary Public in and for said County, in said State, hereby certify that John E. Urquhart, whose name as President of Longview Lime Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, 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 seal this 10th day of July, 1956.

Louise McNiry
Notary Public



STATE OF ALABAMA, SHELBY COUNTY
I, L. C. Walker, Judge of Probate, hereby certify that the within agreement
was filed for record the 12 day of July, 1956, at 2 o'clock P.
and recorded in deed record 817 Page 130, and the mortgage tax of
Deed Tax of has been paid. L. C. Walker Judge of Probate