

STATE OF ALABAMA

COUNTY OF SHELBY

1624
KNOW ALL MEN BY THESE PRESENTS, THAT:

BOOK 191 PAGE 344

GULF REFINING COMPANY, a corporation incorporated under the laws of the State of Delaware on the 24th day of June, 1930, hereinafter called Seller, represented herein by C. J. GUZZO, its duly authorized Vice-President, in consideration of the terms and conditions of an agreement made and entered into the 31st day of December, 1956, the sufficiency of which consideration is hereby expressly acknowledged, does hereby grant, bargain, sell, convey, assign, transfer and deliver, with full warranty of title and with complete transfer and subrogation of all rights and actions of warranty against any former proprietor of the property and assets herein conveyed unto GULF OIL CORPORATION, a Pennsylvania corporation, hereinafter called Buyer, all of the Seller's property and assets of every kind, character and description located in Shelby County, Alabama, including but not by way of limitation, those tracts of land, interests in tracts of land, and mortgages affecting tracts of land and interest in tracts of land, and all property and assets described in instruments, as the same may have been ratified, amended, modified or altered, whether by recorded or unrecorded instruments or otherwise, described, identified and set out in Exhibit "A" attached hereto and made a part hereof, and which instruments and the records thereof are made a part hereof by reference for all purposes.

TO HAVE AND TO HOLD the said property and assets herein conveyed, together with all and singular all rights and appurtenances thereto in anywise belonging, unto the said Buyer, its successors and assigns forever.

And, Seller, Gulf Refining Company, does for itself and for its successors and assigns, covenant with Buyer, Gulf Oil Corporation, that it is lawfully seized in fee simple of the premises; that they are free from all encumbrances, except as herein noted; and that it has a good right to sell and convey the said properties and assets; that it will, and its successors and assigns shall, warrant and defend them to Gulf Oil Corporation, its successors and assigns forever against the lawful claims of all persons whatsoever.

The Federal Documentary Stamps required for this instrument have been affixed to a general conveyance of property and assets from Seller to Buyer on file in the office of Buyer in Pittsburgh, Pennsylvania.

THUS DONE, READ AND SIGNED by Seller, on this 31st day of December, 1956, effective as of the close of business this date.

ATTEST:

GULF REFINING COMPANY

Assistant Secretary
ASSISTANT SECRETARY

BY: C. J. Guzzo
VICE-PRESIDENT

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Arthur S. Lloyd

I, Arthur S. Lloyd, a Notary Public in and for said County in said State, hereby certify that C. J. GUZZO, whose name as Vice-President of the Gulf Refining Company, a corporation, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 31st day of December, 1956.

My Commission Expires:

ARTHUR S. LLOYD, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES, NOV. 2, 1959

Arthur S. Lloyd
NOTARY PUBLIC in and for Allegheny
County, Pennsylvania.

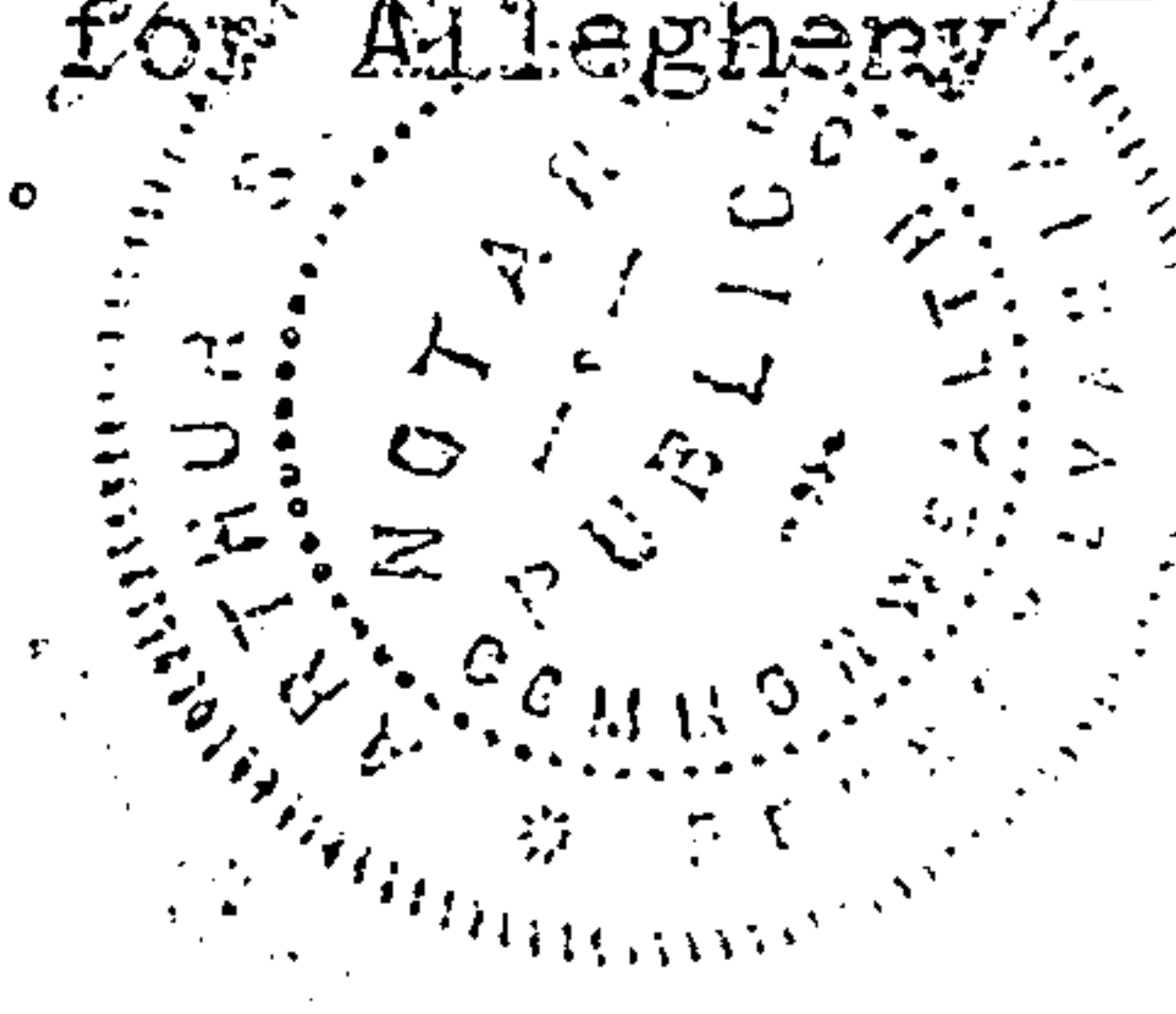


EXHIBIT "A"

BOOK 191 PAGE 345

Pages 1 to 2 inclusive

This is Exhibit "A" referred to and made a part of the conveyance dated December 31, 1956, by Gulf Refining Company, a corporation incorporated under the laws of the State of Delaware on the 24th day of June, 1930, to Gulf Oil Corporation, a Pennsylvania corporation.

The instruments hereinbelow set out are of record or filed for record in the office of the Judge of Probate of Shelby County, Alabama, and are identified by reference to their respective grantors, dates, and recording data, the grantee in each instance being Gulf Refining Company unless otherwise stated:

<u>ITEM</u>	<u>GRANTOR</u>	<u>DATE OF INSTRUMENT</u>	<u>RECORDED IN</u>	<u>PAGE</u>
	<u>FEE PROPERTIES</u>			
1.	J. L. Mooney	4/18/30	91	167
Bulk Plant, Columbiana, Alabama				

Begin at the point where the westerly line of the right of way of the Louisville and Nashville Railroad Company intersects the southeasterly line of the State Highway leading from Columbiana to Calera; thence southeasterly along the westerly line of said right of way 300 feet; thence at an angle of 59 degrees 16 minutes to the right 149.93 feet; thence northwesterly 300 feet to a point on the southeast line of said State Highway 150 feet (measuring along the arc of said southeast line) southwesterly of the point of beginning; thence northeasterly along the southeast line of said highway 150 feet to the point of beginning.

LEASES

1.	Tremarco Corporation	12/1/56	184	45
College and Firehouse Streets, Columbiana, Alabama				
2.	Tremarco Corporation	12/1/56	184	50
12th St. (U. S. #31) and 18th Avenue, Calera, Alabama				

<u>ITEM</u>	<u>GRANTOR</u>	<u>DATE OF INSTRUMENT</u>	<u>RECORDED IN BOOK</u>	<u>PAGE</u>
<u>LEASE OPTIONS WITH LEASE AGREEMENTS ATTACHED</u>				
1.	Alvin M. Stinson, et ux	10/24/55	178	100
U. S. Hwy. #31 - 1/2 Mile South of City Limits, Alabaster, Alabama				

MORTGAGES

1.	Alvin M. Stinson, et ux	10/24/55	242	435
U. S. Hwy. #31 - 1/2 Mile South of City Limits, Alabaster, Alabama				

PURCHASE OPTIONS

1.	Alvin M. Stinson, et ux	10/24/55	178	109
U. S. Hwy. #31 - 1/2 Mile South of City Limits, Alabaster, Alabama				

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within Agreement was filed in this office for record the day of 2/12/58 1958 at 8 o'clock A. M. and recorded in Book 191 Page 344 & examined and the Mortgage Tax of \$ — Deed Tax of \$ — has been paid. L. C. Walker Judge of Probate

Fee \$ 2.00