

ALL STATES EXCEPT MONTANA

ASSIGNMENT OF RENTS TO  
TRANSPORTATION STATIONS, INC.

KNOW ALL MEN BY THESE PRESENTS: That the under-  
signed, E. C. Farris and  
Sarah F. Farris, his wife,  
whose address is Calera, Alabama  
(has/have) sold, assigned and transferred and by these presents do(es)  
sell, assign and transfer unto TRANSPORTATION STATIONS, INC., a Dela-  
ware corporation ("Transportation"), having its principal place of  
business and post office address at ~~156 Broadway Street, County of New~~  
~~York, State of New York~~, all the right, title and interest of the under-  
signed in and to the following rentals:

\$ 200.00 per month after the effective date hereof to and  
including December, 1958, accrued but unpaid sums to be paid on  
each and every January 1, April 1, July 1 and October 1 prior to  
and including January 1, 1959;

\$ 785.61 on April 1, 1959, and a like amount on each  
and every July 1, October 1, January 1 and April 1 thereafter,

which are due and payable under that certain Lease Agreement and  
Short Form Lease, both dated 9-27-57, between the undersigned,  
as lessor, and Phillips Petroleum Company, a Delaware corporation  
("Phillips"), as lessee, covering property located at

[LEGAL DESCRIPTION OF PREMISES]

Part of Lot 4 and 5, Block 1, Georges Subdivision of Keystone in Shelby County, Alabama, as  
recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Plat Book 3, Pages 63  
and 79, more particularly described as follows: Begin at the southwest corner of Section 25;  
Township 20 South, Range 3 West, thence North 89 degrees 13' East along the south line of said  
section a distance of 258.5 feet to a point on the old right-of-way of Highway U. S. 31; thence  
at an angle of 75 degrees 33' left a distance of 340.0 feet to the original southwest corner of  
Lot 4, thence at an angle of 75 degrees 33' right a distance of 79.6 feet to a point on the new  
right-of-way of U. S. 31 for a point of beginning; thence continuing on a prolongation of said  
line a distance of 120.4 feet to the southeast corner of Lot 4; thence at an angle of 75 degrees  
33' left a distance of 129.9 feet to a point; thence at an angle of 90 degrees left a distance of  
116.6 feet to a point on the highway right-of-way; thence at an angle of 90 degrees left a  
distance of 160.0

feet along the highway right-of-way to the point of beginning, mineral and mining rights  
excepted and subject to easements of record.

c/o Prentice-Hall  
Corporation Systems,  
Inc.  
229 South State  
Street  
Dover, Delaware

E.C.F.  
S.F.F.

as therein more fully described, such Short Form Lease being recorded in the records of Shelby County, Alabama, Book 190, page 305, and the undersigned hereby authorize(s) and direct(s) Phillips to pay such rentals to Transportation; provided, however, if the undersigned shall pay or cause to be paid to Transportation the principal amount of the promissory note of the undersigned of even date herewith, together with interest thereon, in accordance with the terms and conditions thereof, for the securing of which this assignment is executed and delivered, and shall comply with all the terms and conditions of the Mortgage likewise of even date here-

(Insert document of mortgage)

with and likewise executed and delivered to secure such note, then this assignment shall become null and void and of no further effect; but nothing in this proviso shall impose any obligation or duty upon Phillips to make any inquiry as to whether or not this assignment is in full force and effect and it shall be fully protected in paying said rentals to Transportation until directed otherwise by Transportation, and, until so directed, such payments shall, so far as Phillips is concerned, be considered payments to the undersigned as lessor, irrespective of whether or not said indebtedness has been discharged. It is understood and agreed that nothing in this assignment will be deemed or construed to impose upon Transportation any of the obligations, liabilities or duties of the undersigned as lessor under such Lease Agreement.

The undersigned understand(s) that Transportation intends to sell, assign and transfer all of the right, title and interest in and to the aforementioned rentals acquired by it pursuant to this assignment and the undersigned consent(s) to such sale, assignment and transfer, including any sale, assignment or transfer which may be made to BANKERS TRUST COMPANY and W. R. MESENBRINK, as trustees (Bankers Trust

ECF  
S.F.F.



Company and W. R. Mesenbrink being hereinafter collectively referred to as the "trustees") under a Collateral Trust Indenture, dated as of July 15, 1957, to which Transportation is a party.

If any liens, encumbrances or charges of any kind based on claims of any kind against the undersigned, including claims for income, franchise or other taxes based on income (whether Federal, State or otherwise), are asserted or filed against the rentals sold, assigned and transferred hereby, or if any order (whether or not valid) of any court shall be entered with respect to said rentals by virtue of any claims of any kind against the undersigned, in either case so as to interfere with the due payment of said rentals to the trustees, or the due application of said rentals by the trustees to the service of the Secured Notes issued by Transportation and secured by the aforesaid Indenture, or so as to subject the holders of said Secured Notes to any obligation to repay any amounts received from the trustees, or if the trustees shall refuse to so apply said rentals because of a threatened or pending suit in any court as a result of which the trustees in good faith consider they may have personal liability if they do so apply them, the occurrence of any of which events the undersigned hereby agree(s) to prevent, and if Phillips or the trustees (i) take such action as may be necessary to prevent, or to nullify the cause of, such interference, such obligation of the holders to repay any amounts received from the trustees or such possibility of personal liability of the trustees for applying rentals or if (ii) Phillips pays to the trustees cash, in addition to the assigned rentals, in an amount equal to the amount of the rentals the payment of which to the trustees or the application of which by the trustees shall have been interfered with plus, to the extent permitted by law, an amount sufficient to pay interest on overdue interest on the Secured Notes to the extent therein required in the event that there has been any delay in the installment payments to the Secured Notes, or if, (iii) Phillips indemnifies the trustees against any personal liability which may arise from applying such rentals and the holders of Secured Notes against any obligation to repay any amounts received from the trustees, Phillips and trustees or either of them being hereby authorized to take such action as is contemplated by clauses (i), (ii) and (iii) above, then the undersigned will promptly reimburse Phillips or the trustees or both,

ECF  
J.F.F.

as the case may be, for expenses incurred by them in taking the action described in clause (i) above and will promptly reimburse Phillips for payments made to the trustees pursuant to clauses (ii) and (iii) above, together with interest on such expenses and payments at the rate of six per cent (6%) per annum from the date incurred until reimbursement is made.

The undersigned intend(s) to be legally bound hereby.

Signed, sealed and delivered as of this 23 day of September, 1958, subject to the condition, however, that this instrument shall not become effective until the 1st day of DECEMBER, 1958. S. F. F.

E. C. Farris [SEAL] S. F. F.

E. C. Farris

(Type or Print Name)

Sarah F. Farris [SEAL]

Sarah F. Farris

(Type or Print Name)

Witnesses:

Harris M. Gordon  
HARRIS M. GORDON  
Maude Simmons  
(Type or Print Name)  
MAUDE SIMMONS

(Type or Print Name)

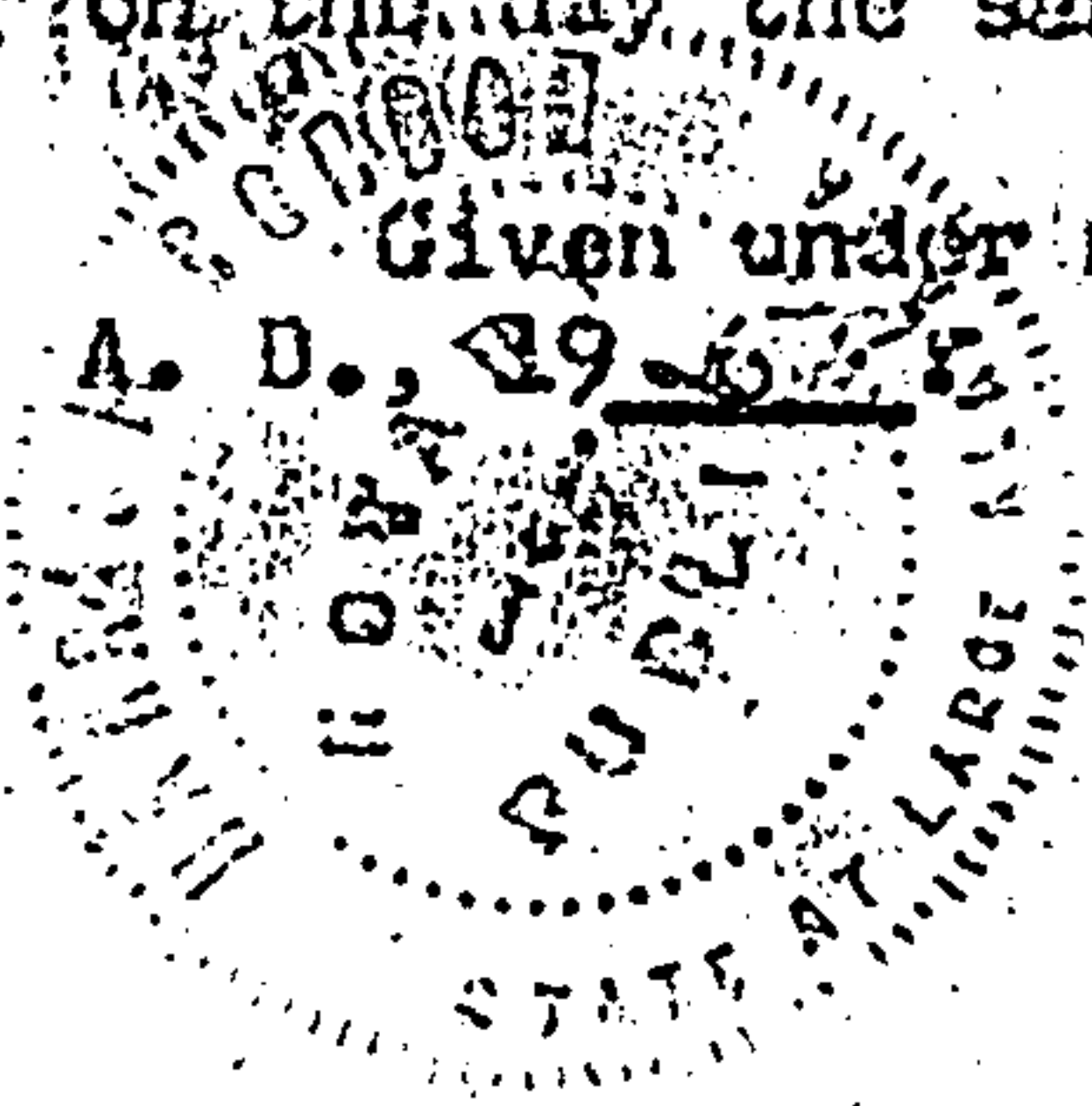
[Add form of acknowledgment specified for use in the state where the land subject to Lease Agreement is located.]

STATE OF ALABAMA Corporation, the assignment must be executed for the corporation by the President with corporate seal affixed and attested by the Secretary.  
COUNTY OF SHELBY

I, HARRIS M. GORDON, a Notary Public, hereby certify that E. C. FARRIS and SARAH F. FARRIS, his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 23 day of September,

Harris M. Gordon  
Notary Public





CONSENT OF PHILLIPS PETROLEUM COMPANY  
TO RENT ASSIGNMENTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Phillips Petroleum Company, a Delaware corporation, hereby consents to the provisions of the within Assignment of Rents to Transportation Stations, Inc. executed by E. C. Farris and his wife, Sarah F. Farris on Sept. 23, 1958.

WITNESS the due execution hereof this 6 day of NOVEMBER, 1958.

PHILLIPS PETROLEUM COMPANY

By B. F. Stradley  
Vice-President

B. F. STRADLEY

(Type or Print Name)

STATE OF ALABAMA }  
SHELBY COUNTY }

I, L. C. Walker, Judge of Probate hereby certify that the within Assignment was filed in this office for record the 15 day of Dec 1958 at 3 o'clock P.M. and recorded in Deed Record 192 page 514 and examined 12-17-58 and the Mortgage Tax of \$ 36.50 and the Deed Tax of \$ 36.50 has been paid.

Form 11-T

L. C. Walker  
Judge of Probate

Due \$ 3.50

36.50

\$ 0.00

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within was filed for record the 15 day of Dec, 1958, at 3 o'clock P.M. and recorded in Deed Record 192 page 514 and the Mortgage Tax of \$ 36.50 and the Deed Tax of \$ 36.50 has been paid.



L. C. Walker  
Judge of Probate