

4316

For and in consideration of \$1.00 and other good and valuable considerations, the Transport Oil Company, Inc., Assignor, formerly Huffstutler-Walters Oil Company, Incorporated, an Alabama corporation, does hereby grant, bargain, sell, convey, assign, set over and deliver to Huffstutler-Walters Oil Company, Inc., Assignee, a newly formed Alabama corporation, all its right, title and interest as tenant or lessee under that certain Lease dated the 1st day of June, 1963, between L. W. Chesser and Margaret Chesser and Huffstutler-Walters Oil Company, Incorporated,

and intended to be recorded prior hereto in the Office of the Probate of the County of Shelby, Alabama, covering premises described as follows:

A tract of land adjacent to U.S. Highway No. 280, commonly known as "Florida Short Route" said tract being some two-hundred feet in length along said highway, and being located approximately 19.5 miles SE of Birmingham, Alabama, on the one hand, and approximately, 20 miles NW of Childersburg, Alabama, on the other hand, said tract being improve with a gasoline service station known as "Rex Service Station" and being adjacent to "Lloyd's Restaurant".

TOGETHER WITH all appurtenances, rights, easements and approaches and all buildings, improvements and equipment thereon or connected therewith.

TO HAVE AND TO HOLD unto the said Huffstutler-Walters Oil Company, Inc., its successors and assigns, from the 1st day of January, 1964, for all the rest of the term of years with all of the rights to renewal and extension set out and stipulated in such Lease, subject to the rents, covenants and provisions therein also mentioned.

And the said Transport Oil Company, Inc., does for itself, its successors and assigns, covenant and agree with Huffstutler-Walters Oil Company, Inc., its successors and assigns, that it has a good right to sell and transfer said lease and leasehold rights to said Huffstutler-Walters Oil Company, Inc., and will warrant and defend same to the said Huffstutler-Walters Oil Company, Inc., for the term, including rights of renewal and extension as therein set forth, against the lawful claims of all persons.

In consideration of such transfer and assignment, the Assignee hereby assumes and agrees to perform all of the obligations imposed upon or required of the lessee or tenant under the terms of the aforescribed lease and will well and truly indemnify the Assignor and save it harmless from all manner of suits, actions, damages, charges and expense, including attorney and counsel fees that the Assignor may sustain by reason of the Assignee's failure to pay the rent reserved in the said lease or by reason of the Assignee's breach of any of the terms, covenants and conditions of the lease herein assigned.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers under their respective corporate seals duly attested as of the 31st day of December, 1963.

ATTEST:

Dan B. Banks
Secretary

TRANSPORT OIL COMPANY, INC.

By *R. T. Walters*
R. T. Walters
President

ATTEST:

Chas. E. Long
Secretary

HUFFSTUTLER-WALTERS OIL COMPANY, INC.

By *Lawrence A. Kaufman*
Lawrence A. Kaufman
President

STATE OF ALABAMA)
) SS:
COUNTY OF JEFFERSON)

Dorothy Jane Wingard

I, ~~Dan P. Barber~~, a Notary Public in and for said County in said State, hereby certify that R. T. WALTERS, whose name as President of TRANSPORT OIL COMPANY, INC., a corporation, is signed to the foregoing assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the assignment, 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 of office this *31st* day of December, 19*63*

My Commission Expires: *11/23/65*

Dorothy Jane Wingard
Notary Public

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this *22nd* day of *April*, 19*64*, before me, the subscriber, a Notary Public of the City and State, aforesaid, personally appeared LAWRENCE A. KAUFMAN, who acknowledged himself to be the President of HUFFSTUTLER-WALTERS OIL COMPANY, INC., the above named Assignee, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as President.

WITNESS my hand and notarial seal.

My Commission Expires:

May 3, 1965

STATE OF ALA. SHERIFF'S OFFICE
I CERTIFY THIS INSTRUMENT
WAS FILED ON *8 AM*
5-15-64 19*64*
RECORDED & \$ *50* MTG. TAX
& \$ *50* DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

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