

5922

ASSIGNMENT AND ASSUMPTION OF MINERAL LEASE

STATE OF ALABAMA )

SHELBY COUNTY )

AGREEMENT made and entered into this 17 day of ~~February~~ <sup>June</sup>, 1966, by and between GEORGE L. SCOTT, JR., and ALBERT L. SCOTT, individually, and ALBERT L. SCOTT and VICTOR SCOTT, as Executors of the Estate of George L. Scott, Deceased (herein collectively called "Sellers"), parties of the first part, and ALABASTER LIME COMPANY, an Alabama corporation (herein called "Purchaser"), party of the second part.

W I T N E S S E T H:

WHEREAS, the Sellers are lessees under that certain mineral lease agreement hereinafter described covering lands in Shelby County, Alabama; and

WHEREAS, Sellers desire to transfer and assign to Purchaser all of their rights and interests under said lease, and Purchaser desires to accept said assignment and to assume and agree to carry out and perform all of Sellers' liabilities and duties under said lease.

NOW, THEREFORE, in consideration of the premises, and in consideration of the sum of \$100.00 in hand paid to Sellers by Purchaser, receipt whereof is hereby acknowledged, the undersigned Sellers do hereby sell, assign, transfer, set over, deliver and convey unto Purchaser all of the right, title, claim and interest of the lessees in, to and under the following described mineral lease, to-wit:

That certain mineral lease agreement (hereinafter called the "Lease") entered into under date of January \_\_, 1956, by and between J. A. Hines and wife, Myra D. Hines, as lessors, and George L. Scott, George L. Scott, Jr. and Albert L. Scott, as lessees, recorded in the office of the Judge of Probate of Shelby County, Alabama, in Deed Book 240, page 733, which Lease provides, among other things, for a term of 20 years commencing February 1, 1956, and ending January 31, 1976, and covers the following described lands situated in Shelby County, Alabama, to-wit:

All of the Northwest Quarter  
(NW 1/4) of Section Thirteen (13), Township Twenty-one (21) South, Range Three

AK

(3) West, lying North of Buck Creek, except the following described portion thereof, viz.:

Beginning at a point Two Hundred Twenty-five (225) feet West of the Northeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) of Section 13, Township 21 South, Range 3 West, and running South Five Hundred Ninety-eight (598) feet to Saginaw-Elliotsville public road; thence in a southeasterly direction along this road approximately One Hundred and Three (103) feet to right of way of Southbound main line of Louisville & Nashville Railroad; thence in a northwesterly direction along this right of way Twelve Hundred and Four (1204) feet; thence East One Thousand Seventy-five (1075) feet to point of beginning, this being 10.1 acres, more or less. (The grantors [lessors] reserve the right to construct a public road across this plot of land Twenty-five (25) feet in width adjacent to and parallel with the railroad right-of-way.) All being in the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) of Section 13, Township 21 South, Range 3 West. Said portion hereby excepted being owned by the lessees.

TO HAVE AND TO HOLD unto Purchaser, its successors and assigns, forever, in accordance with the terms and provisions of said Lease.


The undersigned Sellers do, for themselves and for their respective heirs, personal representatives, successors and assigns, hereby jointly and severally covenant with and warrant to Purchaser, its successors and assigns, that they are the lawful owners of the lessees' interest in and under the Lease, of all of the leasehold rights and interests which the Lease purports to create, the leasehold estate created thereby and appurtenances thereto; that the same are free from all liens, charges and encumbrances, except the lien for ad valorem taxes for the current tax year; that they have a good right and full power to grant, bargain, sell, transfer, assign, set over and deliver the same unto Purchaser as hereby done; and that they, their respective heirs, personal representatives, successors and assigns, shall warrant and defend the same unto Purchaser, its successors and assigns, forever against the lawful claims of all persons whomsoever, except those claiming under or on account of the aforesaid lien for ad valorem taxes.



Sellers, jointly and severally, do further hereby covenant with and warrant to Purchaser that the Lease is in full force and effect; that Sellers have performed all of their obligations thereunder insofar as such obligations are required by the terms of the Lease to be performed by Sellers prior to this date; and that Sellers shall indemnify Purchaser against any liability or expense arising out of any breach by Sellers prior to this date of any such obligations.

Purchaser does hereby assume, and agrees to carry out and perform, all the obligations of Sellers under the Lease to be performed after this date; and Purchaser does further hereby indemnify Sellers against any liability or expense arising out of the breach by Purchaser of any such obligations hereby assumed by it.


IN WITNESS WHEREOF, Sellers have hereunto set their hands and Purchaser has caused this agreement to be executed in its name by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, both duly authorized, on the day and year first above written.

  
George L. Scott, Jr.

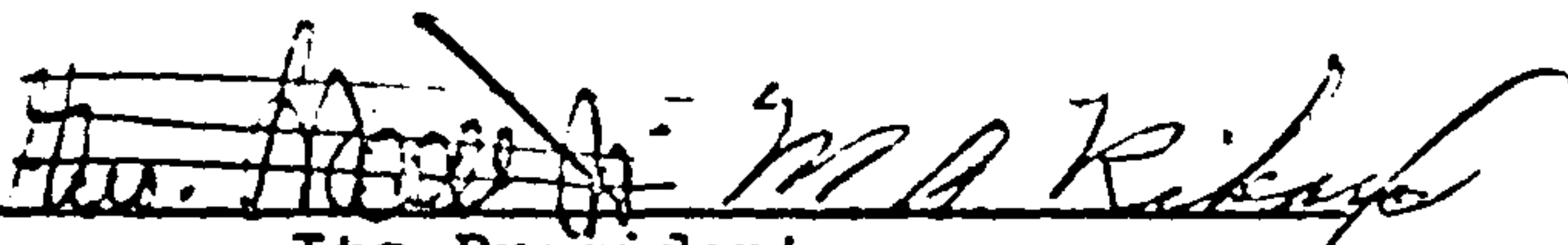
  
Albert L. Scott

ESTATE OF GEORGE L. SCOTT, DECEASED

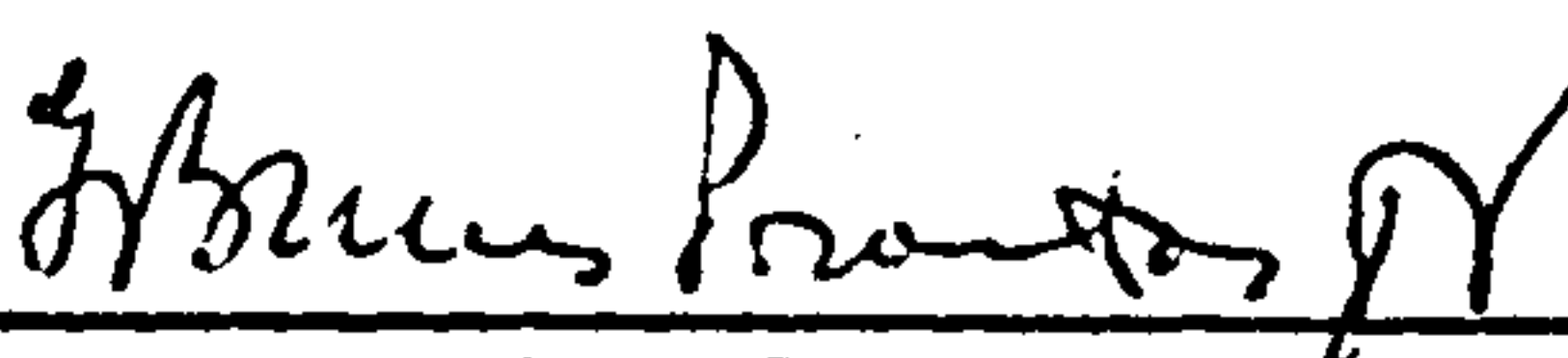
By   
Albert L. Scott, Co-Executor

By   
Victor Scott, Co-Executor

ALABASTER LIME COMPANY

By   
Its President

ATTEST:

  
Its Secretary

STATE OF ALABAMA )

Jefferson COUNTY )

I, Dorothy Bawie, a Notary Public in and for said County, in said State, hereby certify that George L. Scott, Jr. and Albert L. Scott, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 1st day of February, 1966.  
June

Dorothy Bawie  
Notary Public

Notary Public, Jefferson County, Ala.  
My commission expires May 4, 1969  
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA )

Jefferson COUNTY )

I, Dorothy Bawie, a Notary Public in and for said County, in said State, hereby certify that Albert L. Scott and Victor Scott, whose names as Executors of the Estate of George L. Scott, Deceased, 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 the instrument, they, in their capacity as such Executors, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 1st day of February, 1966.  
June

Dorothy Bawie  
Notary Public

Notary Public, Jefferson County, Ala.  
My commission expires May 4, 1969  
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, Dorothy Bawie, a Notary Public in and for said County, in said State, hereby certify that M. A. Rikard, whose name as President of Alabaster Lime Company, 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 the

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 official seal, this the 1st day of ~~February~~ June, 1966.

*Dorothy Lewis*  
Notary Public

Notary Public, Jefferson County, Ala.  
My commission expires May 4, 1969  
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALA., SHELBY CO.,  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 5/13/66

6-2 1966

RECORDED & \$ ✓ MTG. TAX

\$ ✓ DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

*Conrad H. Fowler*  
JUDGE OF PROBATE

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