

Shelby County

2272
ASSIGNMENT OF LEASE19710326000011640 1/3 \$.00
Shelby Cnty Judge of Probate, AL
03/26/1971 12:00:00 AM FILED/CERT

THIS IS AN ASSIGNMENT dated January 13, 1971, between
SHELL OIL COMPANY, a Delaware corporation, with offices at 230 Peachtree Street,
N. W., Atlanta, Georgia 30303, (herein called "Shell") and B. A. HIGGINBOTHAM
of P. J. Drawer "W",
Calera, Alabama, (herein called
"Assignee");

SHELL, for valuable consideration received from Assignee, hereby assigns,
transfers and conveys to Assignee as of February 1, 1971, all
of Shell's right, title, estate, options and other interests in, to and under the
Lease dated May 25, 1965, between L. C. PARNELL and NELL J.
PARNELL, his wife (herein called "Lessor") whose address is P. O. Box 290
Montevallo, Alabama,
and Shell covering premises located at Middle and Valley Streets
in Montevallo, County of Shelby, State of Alabama
as described in the Lease, which (XXXXXXXXXXXXXXXXXXXX
VOLUME
which), is recorded in Book 238, Page 375, in XXXXXXXXXX The Judge
of Probate of that County; XXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX, Page XXX, XXXXXXXXXXXXXXXXXXXXXXX
dated XXXXXXXXXXXXXXX, Page XXX, XXXXXXXXXXXXXXX;

ASSIGNEE hereby: (a) accepts this assignment; (b) assumes and agrees
to perform and observe all of the covenants and conditions of the Lease on the
part of the Lessee to be performed and observed; (c) agrees to give at least
forty-five (45) days's notice by registered mail to Lessor at Lessor's address
herein specified, or to such other address as may have been substituted therefor
by notice, with a copy thereof directed to Shell, covering any options exercised
by Assignee as to either the extension or the termination of the Lease; (d) agrees
to hold Shell harmless from and indemnify Shell against all claims, loss, liabi-
lity and expense resulting or claimed to have resulted from any act or failure
to act by Assignee in connection with the aforesaid premises or any lease or
sublease thereon; and further agrees not to assert any offset or counterclaim to
Shell's rights hereunder.

IF ASSIGNEE fails to comply with all the terms of the Lease or of this
Assignment, within a reasonable time after notice is given as to such non-compli-
ance by either Lessor or Shell, Assignee agrees to reassign all right, title and
interest in the Lease to Shell, without expense to Shell, within ten (10) days

after receipt of written request from Shell. Upon any such reassignment to Shell, Assignee agrees to certify to Shell that there has been no default in the performance of the Lease by Assignee in any respect other than that specified in the aforesaid notice and that Assignee has received no prepaid rental or deposit in connection with any sublease of the premises.

THIS ASSIGNMENT shall bind and benefit Shell's successors and assigns, and Assignee's heirs, successors and assign.

EXECUTED as of the date first herein specified.

WITNESSES to Shell's execution:

SHELL OIL COMPANY

J. N. McBride
Marvin Fowler

By [Signature]
REGIONAL REAL ESTATE & MARKETING INVESTMENTS MANAGER

WITNESSES to Assignee's execution:

[Signature]
Joe R. Adams

B. A. Higginbotham
B. A. HIGGINBOTHAM
(Seal)

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STATE OF ALABAMA)
COUNTY OF JEFFERSON) SS.

I, Alison M. Badgley, a Notary Public, in and for said County in said State, hereby certify that B. A. Higginbotham, whose name 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, executed the same voluntarily, on the day the same bears date.

Given under my hand and seal of office this 14 day of Jan.
1971

My Commission expires:
10/10/74

Alison M. Badgley
Notary Public

BOOK 266 PAGE 826

250
AMERICAN TITLE INSURANCE COMPANY
REALTY TITLE DIVISION
2026 4TH AVENUE, NORTH
BIRMINGHAM, ALABAMA 35203

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
15TH MAR 26 AM 10:12
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. Fowler
JUDGE OF PROBATE

19710326000011640 3/3 \$.00
Shelby Cnty Judge of Probate, AL
03/26/1971 12:00:00 AM FILED/CERT

STATE OF Georgia)
COUNTY OF Fulton) SS.

I, Marvin Fowler, a Notary Public in and for said County
in said State, hereby certify that J. W. Forney, whose name as
Region Real Estate and Marketing Investments Manager of the Shell Oil Company, a corpora-
tion, 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 seal of office this 4th day of
February, 1971.

My Commission expires:
Notary Public, Georgia, State at Large
My Commission Expires Jan. 4, 1975

Marvin Fowler
Notary Public

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