

7085

LEASE AGREEMENT ASSIGNMENT



19760723000068950 1/2 \$.00
Shelby Cnty Judge of Probate, AL
07/23/1976 12:00:00 AM FILED/CERT

WHEREAS, on the 30th day of June, 1976, a certain written Jobber Sales Agreement herein called "Agreement" was entered into between Union Oil Company of California, herein called "Assignor", and Murphy Stinson DBA/Stinson Oil Company herein called "Assignee" and;

WHEREAS, E. D. & Velma Benson leased unto Union Oil Company of California, a California corporation, or its predecessor in title, certain property located in the City of Shelby, County of Shelby, and State of Alabama, for an original term ending the 31st day of October, 1980, as evidenced by a Lease Agreement dated November 1, 1967 recorded in Book 252 Page 067 in the Public Records of said State and County. Which Lease Agreement contains a complete description of the Leased premises and the effective date of the original 13 year term, as set out in said Lease; same being the 1st day of November, 1967 as stated therein in incorporated herein by reference;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Union Oil Company of California, for and in consideration of Murphy Stinson DBA/Stinson Oil Co. assuming all the liabilities and privileges of Union Oil Company under aforementioned lease, does hereby set over and assign to Murphy Stinson DBA/Stinson Oil Co. all of its right, title and interest in and to said Lease from E. D. & Velma Benson to Union Oil Company of California, a California corporation, or its predecessor in title with the understanding that said Lease is assigned without warranty of any kind, expressed or implied, and without recourse of any kind on Union Oil Company of California, said assignment to be effective July 1, 1976.

In the event the aforesaid Jobber Sales Agreement is cancelled for any reason or terminates under its own terms, then this assignment will be considered as automatically cancelled, contemporaneously with such cancellation or termination, and Assignee on demand of Assignor will reassign said Lease to Assignor.

Assignor shall have and hereby is granted the unqualified rights and privilege to terminate this assignment at any time by giving Assignee at least thirty (30) days advance written notice in which event Assignee agrees to reassign said Lease Agreements to Assignor.

IN WITNESS WHEREOF, Union Oil Company of California has duly executed this Agreement and caused it to be effective this the 1st day of July, 1976.

WITNESS: [Signature]

Signed [Signature]

DIVISION SALES MANAGER

IN WITNESS WHEREOF Murphy Stinson DBA/Stinson Oil Co. has duly executed this agree-

ment and accept assignment to be effective this the 30 day of June, 1976.

WITNESS: [Signature]

Signed [Signature]

A C K N O W L E D G M E N T S

STATE OF ALABAMA X
COUNTY OF JEFFERSON X

I, the undersigned, a Notary Public in and for said county, do hereby certify that F. L. Stanley personally known to me to be Division Sales Manager, UNION OIL COMPANY OF CALIFORNIA, a California corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Division Sales Manager he signed and delivered the said instrument as his free act and the free and voluntary act of said Union Oil Company of California for the uses and purposes therein set forth, and that he was duly authorized to execute and deliver the same as aforesaid.

Given under my hand and official seal, this 1st day of July, 1976.

Notary Public, Jefferson County, Alabama
My Commission Expires February 26, 1980
Bonded by Home Indemnity Co, of N. Y.

Jane Helm
Notary Public

Candace M. Stinson
JUDGE OF PROBATE

STATE OF ALABAMA
SHELBY COUNTY
INSTRUMENT WAS FILED
1976 JUL 23 AM 9:40

BOOK 16
PAGE 211
STATE OF ALABAMA X
COUNTY OF JEFFERSON X

I, the undersigned authority, in and for said county, in said state, hereby certify that Murphy Stinson, DBA Stinson Oil Company, 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, he executed the same voluntarily.

Given under my hand and official seal, this 30th day of June, 1976.

Jane Helm
Notary Public, in and for Jefferson
County, Alabama

My commission expires:
Notary Public, Jefferson County, Alabama
My Commission Expires February 26, 1980
Bonded by Home Indemnity Co, of N. Y.



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