

2002

THE STATE OF ALABAMA

SHELBY COUNTY



19761210000119510 1/2 \$.00
Shelby Cnty Judge of Probate, AL
12/10/1976 12:00:00 AM FILED/CERT

THIS AGREEMENT, made and entered into this 22ND day of March, 1973 by and between J. P. Graham (hereinafter referred to as "Assignor"), and C. B. Holliman (hereinafter referred to as "Assignee").

W I T N E S S E T H :

WHEREAS, the Assignor and Assignee did jointly negotiate the following described leases covering premises within the Pelham Plaza Shopping Center, Pelham, Shelby County, Alabama, to-wit:

1. That certain lease dated February 23, 1972 executed by Joseph A. DeMarco, Sr. as Landlord and Bruno's, Inc. as Tenant, covering super market which is now under construction in the Pelham Plaza Shopping Center, Pelham, Shelby County, Alabama.
2. That certain lease dated February 23, 1972 executed by Joseph A. DeMarco, Sr. as Landlord and Bruno's, Inc. as Tenant, covering drug store (Big B) premises which is now under construction in the Pelham Plaza Shopping Center, Pelham, Shelby County, Alabama.

and,

WHEREAS, the Assignor and Assignee are both licensed real estate brokers in the State of Alabama, and the Assignor has agreed to sell, transfer, assign and convey all of his right, title, interest and claim in and to a certain leasing agreement with the Landlord, Joseph A. DeMarco, Sr., to the Assignee for the sum of Forty-seven Hundred Dollars (\$4700.00) in cash and to further assign to the Assignee for said consideration all of the Assignor's right, title, interest and claim in and to any and all present leases or future leases which the Assignor and/or Assignee may negotiate and cause to be executed covering any part of the said Pelham Plaza Shopping Center, and also all of the Assignor's right, title, interest and claim in and to a certain sign which the Assignor and Assignee heretofore jointly purchased.

NOW, THEREFORE, in consideration of the premises and the sum of Forty-seven Hundred and no/100 Dollars (\$4700.00), in hand paid to the Assignor by the Assignee, the Assignor does hereby grant, bargain, sell, convey, assign, transfer and deliver unto the Assignee the following:

A. All of the Assignor's right, title, interest and claim in and to any and all commissions to be derived from the hereinabove described leases executed by Joseph A. DeMarco, Sr. as Landlord and Bruno's, Inc. as Tenant.

B. All of the Assignor's right, title, interest and claim in and to any and all commissions to be derived from any and all present and/or future leases covering or affecting all or any part of the real property on which the said Pelham Plaza Shopping Center is located and situated.

C. All of the Assignor's right, title, interest and claim in and to the leasing agreement which the Assignor and Assignee heretofore entered into with Joseph A. DeMarco, Sr.

D. All of the Assignor's right, title, interest and claim in and to a certain sign located on the site of said Pelham Plaza Shopping Center which was heretofore purchased by the Assignor and Assignee jointly.

IN WITNESS WHEREOF, the Assignor and Assignee have hereunto set their hands and seals on this 22ND day of March, 1973.



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J. P. Graham (SEAL)
J. P. Graham
ASSIGNOR

C. B. Holliman (SEAL)
C. B. Holliman
ASSIGNEE

WITNESS:

Betty W. Green
Charles A. Payne

APPROVED:

Joseph A. DeMarco, Sr.
Joseph A. DeMarco, Sr.

Done by me
JUDGE OF PROBATE

1976 DEC 10 AM 10:35
RECEIVED
1. I HAVE FILED THIS
INSTRUMENT WAS FILED