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Shelby Cnty Judge of Probate, AL
01/11/1979 12:00:00 AM FILED/CERT

353-
ASSIGNMENT OF ASSETS
AND
ASSUMPTION OF LIABILITIES

AGREEMENT made and entered into as of the 29th day of December, 1978 by and between CAHABA VALLEY VOLUNTEER FIRE DISTRICT, INC., ("Cahaba Valley"), an Alabama not-for-profit corporation, and NORTH SHELBY COUNTY FIRE AND EMERGENCY MEDICAL DISTRICT, INC., ("North Shelby County"), a Alabama public corporation.

W I T N E S S E T H:

WHEREAS, Cahaba Valley has caused to be filed in the Probate Office of Shelby County, Alabama, an "Articles of Dissolution of the Cahaba Valley Volunteer Fire District, Inc."

NOW THEREFORE, to implement said Articles, and for value received, the parties hereto agree as follows:

(1) Cahaba Valley hereby grants, bargains, sells, transfers, conveys, assigns and sets over to North Shelby County the following:

(a) All of its assets of every kind and description, as the same exist at the close of business on this date, whether or not reflected in its books and records.

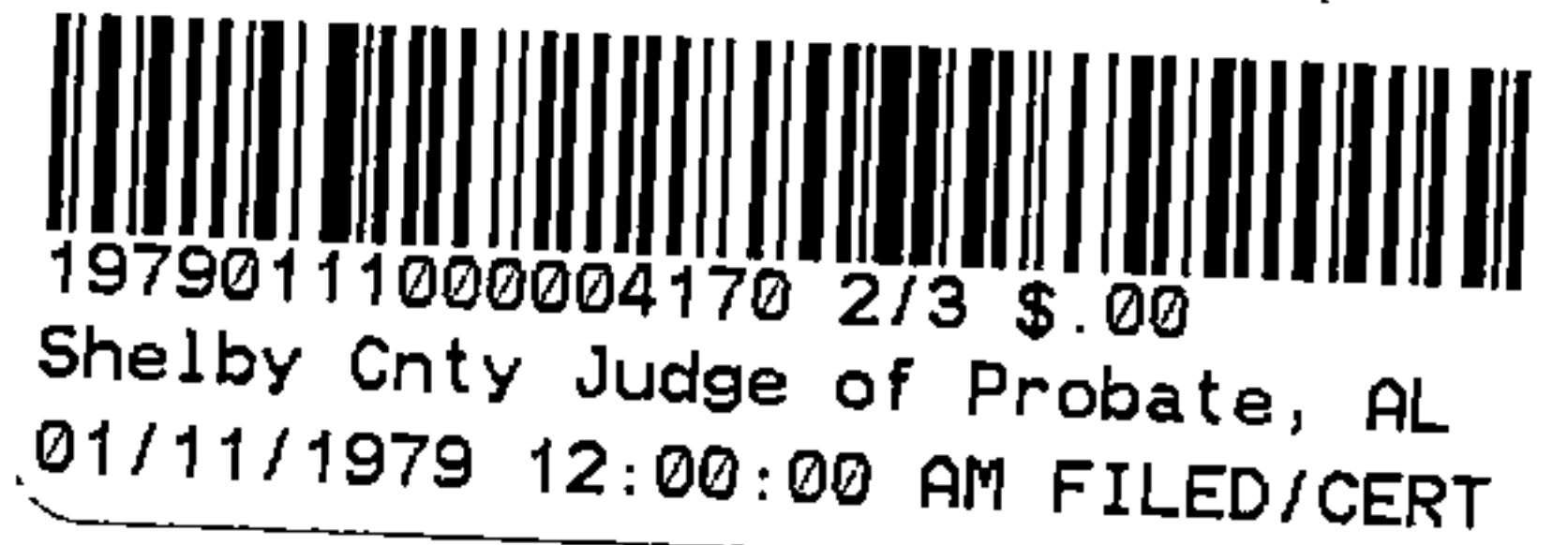
(b) All of its rights of action and choses in action, including all claims for refunds of taxes, if any, both state and federal.

(c) All of its interest and rights in and under any and all contracts.

(d) All of its equipment, furniture and fixtures, if any.

(e) All of its files, books and records.

Kroger & Wright
518 She [redacted] Bldg.
Rt. 1 [redacted] 35203



(f) All of its accounts receivable, notes receivable, leases, agreements and other intangible properties of every kind and nature whatsoever.

(g) All other property of every kind and description, whether real, personal or mixed.

(2) Cahaba Valley hereby covenants and agrees to cause to be prepared, executed and delivered, any and all other proper assignments and instruments of transfer and conveyance required, or reasonably requested, in addition to this instrument, completely and effectually to convey, transfer and assign all of its assets to North Shelby County to implement this instrument.

(3) North Shelby County hereby assumes all liabilities and obligations of Cahaba Valley of every kind and description, including but not limited to the liabilities reflected in its books and records, and hereby covenants and agrees to pay, satisfy and discharge the same, subject to their terms, conditions and provisions; and, in this connection, further covenants and agrees to assume, carry out and perform all contracts and obligations of Cahaba Valley in the same manner and to the extent as the same should have been performed by Cahaba Valley had the latter not been dissolved and this instrument had not been entered into, all subject, however, to any and all defenses against claims or actions upon said contracts or obligations which would have been available to Cahaba Valley had it not been dissolved and this Agreement not been executed.

(4) This Agreement and the transactions contemplated hereby shall be effective as of December 29, 1978.

(5) This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

28 MAR 1979



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IN WITNESS WHEREOF, Cahaba Valley and North Shelby County, respectively, have caused this instrument to be executed in their respective corporate names by their respective duly authorized officers, and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries, as of the date first above written.

CAHABA VALLEY VOLUNTEER FIRE DISTRICT, INC.

By: *Robert Van Dusen*
Its President

ATTEST:

Martha S. Geyer
Its Secretary

NORTH SHELBY COUNTY FIRE AND EMERGENCY MEDICAL DISTRICT

By: *R. Stephens*
Its President

ATTEST:

Martha S. Geyer
Its Secretary

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1979 JAN 11 AM 8:30

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

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