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LEGAL DESCRIPTION: Lot 1, according to the survey of Village on Valleydale at Southlake, recorded in Map Book 11, Page 84, together with Declaration of Restrictions and Grant of Easement recorded in Real 173, Page 355 in the Probate Office of Shelby County, Alabama.

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made as of this 30th day of September 1991 by VALLEYDALE LIMITED PARTNERSHIP, a Georgia limited partnership (hereinafter referred to as the "Assignor") to F.O. MERZ & COMPANY, INC., a Pennsylvania corporation (hereinafter referred to as the "Assignee").

W I T N E S S E T H:

THAT, WHEREAS, Assignor is the current Lessor under that certain Lease between Novak Development Corporation, a Georgia corporation, as Lessor ("NDC"), and The Goodyear Tire & Rubber Company, an Ohio corporation, as Lessee, dated April 23, 1990, as amended by that certain letter agreement between NDC and Lessee dated June 22, 1990, NDC's rights and obligations as Lessor thereunder having been assigned by NDC to Assignor by that certain Assignment and Assumption of Lease dated July 3, 1990 (as amended and assigned, the "Lease") with respect to a Goodyear Tire facility on Valleydale Road, Hoover, Shelby County, Alabama (hereinafter referred to as the "Premises"); and

WHEREAS, on or about the date hereof, Assignee has acquired the Premises; and

WHEREAS, Assignor desires expressly to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in and to the Lessor's interest under the Lease and Assignee desires to assume all of Assignor's obligations as Lessor under the Lease;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed, and by these presents does hereby assign, transfer, sell and convey to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Lease.

TO HAVE AND TO HOLD the Assignor's interest under the Lease unto Assignee, its successors and assigns, forever.

Assignor hereby warrants and represents to Assignee that Assignor owns good and marketable title to the Lease and Assignor, for itself and its successors and assigns, does hereby and will warrant and forever defend the right and title to the Lease unto Assignee, its successors and assigns, against the claims of all persons whomsoever.

Land 7.24

Assignor hereby agrees to indemnify and hold harmless Assignee from any and all claims arising under the Lease with respect to occurrences during the time Assignor owned the Premises. Assignee, by the acceptance hereof, agrees to indemnify and hold harmless Assignor from and against any and all claims arising under the Lease with respect to occurrences on or after the date hereof.

This Assignment and the covenants, warranties and representations herein contained shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed, sealed and delivered the day and year first above written.

ASSIGNOR:

VALLEYDALE LIMITED PARTNERSHIP,
a Georgia limited partnership

By: Leon Novak (SEAL)
Leon Novak,
its sole general partner

Accepted and agreed to as of the day and year first above written.

ASSIGNEE:

F.O. MERZ & COMPANY, INC.,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

Assignor hereby agrees to indemnify and hold harmless Assignee from any and all claims arising under the Lease with respect to occurrences during the time Assignor owned the Premises. Assignee, by the acceptance hereof, agrees to indemnify and hold harmless Assignor from and against any and all claims arising under the Lease with respect to occurrences on or after the date hereof.

This Assignment and the covenants, warranties and representations herein contained shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed, sealed and delivered the day and year first above written.

ASSIGNOR:

VALLEYDALE LIMITED PARTNERSHIP,
a Georgia limited partnership

By: _____ (SEAL)
Leon Novak,
its sole general partner

Accepted and agreed to as of the day and year first above written.

ASSIGNEE:

P.O. MERZ & COMPANY, INC.,
a South Carolina corporation

By: _____
Name: CAROL ANN MERZ
Title: PARTNER

[CORPORATE SEAL]

STATE OF GEORGIA

COUNTY OF COBB

I, Carol A. Davis, a Notary Public in and for said County in said State, hereby certify that Leon Novak, whose name as General Partner of Valleydale Limited Partnership, a Georgia limited partnership, 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 general partner and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand this the 19th day of SEPTEMBER, 1991.

Carol A. Davis
Notary Public

My Commission Expires: _____

Notary Public, Cobb County, Georgia
My Commission Expires August 9, 1994

BOOK 366 PAGE 420

STATE OF ^{South Carolina} ALABAMA)
) SS
COUNTY OF Sprtg)

I, the undersigned, a Public Notary in and for County in said State, hereby certify that Frederick Halbach-Merz, whose name as President of F.O. Merz & Co., Inc., a ^{Pennsylvania} South Carolina corporation, is signed to the foregoing instrument and who is known to me to be such Frederick Halbach-Merz, acknowledged that he, being informed of the contents of the instrument, executed the same voluntarily as such President of F.O. Merz & Co., Inc. on the day the same bears date.

Given under my hand and official seal this 23rd day of August, 1991.

Betty B. Hammer
Notary Public

My Commission Expires 10/10/20

BOOK 366 PAGE 421

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 OCT -1 AM 9:13

JUDGE OF PROBATE

1. Deed Tax	
2. Mig. Tax	
3. Recording Fee	<u>12.50</u>
4. Indexing Fee	<u>3.00</u>
5. No Tax Fee	
6. Certified Fee	<u>1.00</u>
Total.....	<u>16.50</u>