

THE STATE OF ALABAMA
JEFFERSON COUNTY

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District Counsel

SEP 23 1997

Gulf Coast District
Birmingham, AL

This assignment of Lease made as of the 26th day of January, 1996, by and between **MELINA FIORELLA DAVIS** and **SAMELIA FIORELLA THOMAS**, individually and as trustees of the **MELINA FIORELLA TRUST** (the "Assignors"), and **THE UNITED STATES OF AMERICA** (the "Assignee").

WITNESSETH:

WHEREAS, in consideration of, and in compliance with, the terms of the Settlement Agreement which settled the interests of the parties raised in those certain adversary proceedings filed by the Assignee in the United States Bankruptcy Court for the Northern District of Alabama in the case of In re Sam Anselmo Fiorella, Case No. 91-00030, (A.P. Nos. 91-80073 and 92-80026), (the "Settlement Agreement") the Assignors are required to execute and deliver a statutory warranty deed to the Assignee conveying fee simple title to the subject "Highway 31 Property" (as that term is defined in the Settlement Agreement), free and clear of all liens, mortgages, leases or other encumbrances of any kind or description, except for the leases described below (a description of the property being attached hereto as Exhibit A); and

WHEREAS, the subject Highway 31 Property is encumbered by two leases: (1) the Lease Agreement with James D. Wadsworth dated July 1, 1992, and (2) the Commercial Lease with Guy J. Smith and Nell T. Smith dated November 1, 1993, copies of which are attached as Exhibits B and C, respectively; and

WHEREAS, in consideration of, and in compliance with, the terms of the Settlement Agreement, the Assignors are required to execute and deliver a written assignment of the Wadsworth Lease and the Smith Lease to the Assignee; and

WHEREAS, in order to accomplish the terms of the Settlement Agreement, the Assignors desire to assign the Wadsworth Lease and the Smith Lease to the Assignee;

NOW, THEREFORE, the Assignors do hereby assign, transfer and set over to the Assignee those certain leases described herein as the Wadsworth Lease and the Smith Lease, including all right, title and interest in the Leases. Assignors represent, warrant and guarantee that the Wadsworth Lease and the Smith Lease are valid and that all terms and conditions of the Leases are as stated with the written leases attached hereto. Assignors also represent, warrant and guarantee that there have been no cancellations, novation or other conveyances of the Leases, and that no other assignment or agreement of any kind exists as to the Leases or the subject Highway 31 Property, whether recorded or unrecorded.

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12:40 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NEL 16.00

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Assignors covenant and agree to fully perform all obligations under the Leases until the date that this Assignment becomes effective and to hold Assignee harmless against all claims, liability, loss or damage occurring prior to the assignment of the Leases. Assignee covenants and agrees to fully perform all obligations under the Leases after the date that this Assignment becomes effective and to hold Assignors harmless against all claims, liability, loss or damage occurring after the assignment of the Leases.

All real estate or any other taxes, assessments or other levies accruing prior to January 26, 1996, shall be paid by the Assignors.

IN WITNESS THEREOF, the parties have set their hands and seals the day first stated above.

ASSIGNORS:

Margaret R. Charles
Witness

Sharon Perry
Witness

Melina Fiorella Davis
Melina Fiorella Davis, individually
and as Trustee of the Melina
Fiorella Trust

Beverly Patterson
Witness
B. L. Patterson
Witness

Samelia Fiorella Thomas
Samelia Fiorella Thomas, individually
and as Trustee of the Melina Fiorella
Trust

**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Melina Fiorella Davis, 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, she, in her individual capacity and in her capacity as Trustee of the Melina Fiorella Trust, executed the same voluntarily on the day the same bears date.

Given under my hand this 30th day of June 1997.

M. Richard Hughes
Notary Public

**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Samelia Fiorella Thomas, 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, she, in her individual capacity and in her capacity as Trustee of the Melina Fiorella Trust, executed the same voluntarily on the day the same bears date.

Given under my hand this 6th day of August 1997.

Beverly Kim Smith
Notary Public

MY COMMISSION EXPIRES MAY 29, 2000

HIGHWAY 31 PROPERTY

Lots 9 and 10 according to the J. H. Barker Survey of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 1, Tp 20 South, Range 3 West, being more particularly described as follows: A part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 6, Tp 20, Range 2 West described as follows: Commence at the SE corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$; run thence West along the South line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$, 598.18 feet; run thence 28 deg. 31 min. to the right a distance of 798.36 feet to the East right of way line of the Montgomery Highway as located in the year 1928; run thence in a Northeasterly direction along the East line of said Highway 262.21 feet to a point; from said point continue in a Northeast direction along the East line of said highway right of way for 274.54 feet; run thence in a Southeasterly direction to a point on the East line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ which said point is 320.73 feet North of the SE corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$; run thence South along the East line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 320.73 feet to point of beginning. Except Highway right of way.

A tract of land described as beginning at a point North 34 deg. West 2.91 chains from the SW corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20, Range 2 West at a stake on the East side of the Birmingham-Montgomery Highway right of way; thence North 29 deg. East along the East side of said Highway right of way 3.19 chains; thence South 64 deg. East 12.27 chains to a stake on the line between the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20, Range 2 West; thence west along said forty acre line to the NE corner of a triangular lot formerly owned by Mrs. C. Allie, 7.50 chains; thence North 64 deg. West 6.25 chains to the point of beginning; and being in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 20, Range 2 West, and a part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 1, Township 20, Range 3 West.

SUBJECT TO the Right of way to Shelby County recorded in Deed Book 104, page 76; transmission line permits to Alabama Power Company recorded in Deed Book 101, page 508; in Deed Book 101, page 555; in Deed Book 170, page 288; Easement to Postal Telegraph Cable Company recorded in Deed Book 80, page 40; all recorded in Probate Office of Shelby County, Alabama.

EXHIBIT A

Inst # 1998-31159

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