

STATE OF ALABAMA)

SHELBY COUNTY)

**ASSIGNMENT OF INTEREST IN
GINGO-MORGAN PARK, AN ALABAMA GENERAL PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, on April 23, 1982, Myra Jo Gingo and Morgan Park, Ltd., an Alabama Limited Partnership, entered into that certain General Partnership Agreement of GINGO-MORGAN PARK, an Alabama General Partnership (hereinafter referred to as the "Partnership"), and

WHEREAS, by that certain Assignment of Interest dated September 21, 1983, and recorded in Book 350, at Page 368, Myra Jo Gingo did assign her interest in the Partnership to Cherrie Dale Gingo Niven (hereinafter referred to as "Niven"); and

WHEREAS, by that certain Assignment of Interest dated November 10, 1998, Cherrie Dale Gingo Niven did assign her interest in the Partnership to Myra Jo Gingo and McRay Gingo; and

WHEREAS, McRay Gingo desires to transfer and assign all of his right, title and interest in GINGO-MORGAN PARK, an Alabama General Partnership, to Myra Jo Gingo (hereinafter referred to as "Myra Jo"); and

WHEREAS, Article 8 of the General Partnership Agreement provides:

8. **SALE OF PARTNERSHIP INTEREST.** No Partner shall, without the written consent of the other Partner, sell, assign or otherwise transfer any or all of his interest in the partnership; and any purported sale, assignment or transfer of a partnership interest in contravention of such provision shall be null and void and of no force and effect.

and,

Inst. # 1338-45044

11/13/1998-45044
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 19.50

WHEREAS, the undersigned Morgan-Park, Ltd. has consented to McRay Gingo's interest in said Partnership being transferred and assigned to Myra Jo.

NOW, THEREFORE, in consideration of the premises, the sum of One (\$1.00) Dollar and other good and valuable consideration, in hand paid to McRay Gingo by Myra Jo, the receipt, adequacy and sufficiency whereof is hereby acknowledged, the undersigned do covenant and agree as follows:

1. McRay Gingo does hereby transfer, assign, set over and deliver all of his interest and claim in and to the Partnership known as GINGO-MORGAN PARK, including, but not limited to, all assets of said Partnership, including real, personal and mixed property and the goodwill thereof, to Myra Jo.
2. Myra Jo does hereby assume all of the obligations and liabilities of McRay Gingo created by and arising out of said General Partnership Agreement.
3. Myra Jo does hereby acknowledge and agree that she shall, from the date of the execution of this instrument, be a general partner in said GINGO-MORGAN PARK to the same extent as if she had been named a general partner in said General Partnership Agreement on April 23, 1982.
4. The undersigned Morgan Park, Ltd. does hereby join in the execution of this Assignment for the purpose of consenting to the assignment and transfer of all the interest of McRay Gingo in said General Partnership to Myra Jo.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this
the 10th day of November, 1998.

WITNESSES:

Lorine S. Cantrell

McRay Gingo
McRay Gingo

Lorine S. Cantrell

Myra Jo Gingo
Myra Jo Gingo

Lorine S. Cantrell

Morgan-Park, Ltd.

By: Robert W. Bone
Robert W. Bone, General Partner

Lorine S. Cantrell

By: Chenault Investment Co., Inc.
General Partner

By: Benford L. Chenault
Benford L. Chenault
As its: President

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