

336 (3)

STATE OF ALABAMA )  
 )  
 SHELBY COUNTY )

### ASSIGNMENT OF LEASE AND RIGHTS

1280

Inst # 1998-45690

**THIS ASSIGNMENT OF LEASE AND RIGHTS** (hereinafter referred to as the "Assignment Agreement"), is made and entered into as of the 24th day of September, 1998, by and between **MARY JO M. PHILLIPS, a married woman** (hereinafter referred to as the "Assignor"), and **GREENSPRINGS ASSOCIATES, INC.** (hereinafter referred to as the "Assignee"), as follows:

#### WITNESSETH:

**WHEREAS**, Mutual Enterprises, Inc., as landlord, entered into that certain Lease with SHOP-A-SNAK FOOD MART, INC., as tenant, (the "Lease"), covering that property located at Highway 119, Alabaster, Alabama and more particularly described as Exhibit "A" attached hereto and made a part hereof ("Premises"); and

**WHEREAS**, Mutual Enterprises, Inc. did convey its interest in the Lease to McNabb Realty, Inc; and

**WHEREAS**, McNabb Realty, Inc. did convey the real property which comprises the premises to Assignor by Statutory Warranty Deed recorded in Instrument No. 1998-03713; and

**WHEREAS**, Assignor desires to convey, transfer, and assign all of her rights, responsibilities, obligations and duties and all of her interest in the Lease to Assignee; and

**WHEREAS**, Assignee desires Assignor to convey to Assignee the Lease and agrees to accept and assume the obligations of the Assignor under the Lease as set forth therein and in this Assignment.

**NOW, THEREFORE**, for and in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby covenant and agree as follows:

#### 1. ASSIGNMENT

Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Lease and Premises, effective as of September 24, 1998 (the "Effective Date") (the "Assignment").

#### 2. ASSIGNEE'S ACCEPTANCE OF OBLIGATIONS

Assignee does hereby accept the Assignment and expressly assumes the payment and performance of all of the Assignor's obligations, duties, and responsibilities under the Lease effective from and after the Effective Date.

### 3. MISCELLANEOUS

The agreements, herein set forth shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective only upon the execution of one or more of such counterparts by or on behalf of each of the parties hereto.

This Assignment Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Alabama.

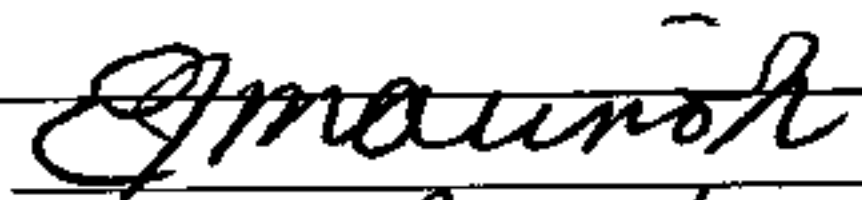
**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment Agreement to be executed on the day and year first above written.

**ASSIGNOR:**

  
MARY JO M. PHILLIPS

**ASSIGNEE:**

**GREENSPRINGS ASSOCIATES, INC.**

By:   
Its: Vice-President

STATE OF ALABAMA )  
 )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mary Jo M. Phillips, 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 said instrument, she executed the same for the purposes therein contained as of the day the same bears date.

Given under my hand and official seal on this the 24<sup>th</sup> day of September, 1998.

Judy Anne Martin  
NOTARY PUBLIC

My Commission Expires: 3/2002

STATE OF ALABAMA )  
 )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that E.J. Manno, whose name as Vice-President of Greensprings Associates, Inc. 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 said instrument, he/she executed the same as such officer and with full authority, for the purposes therein contained as of the day the same bears date.

Given under my hand and official seal on this the 24<sup>th</sup> day of September, 1998.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 17/99

This Instrument Prepared By:  
Maurice L. Shevin, Esquire  
SIROTE & PERMUTT, P.C.  
2222 Arlington Avenue South  
Birmingham, Alabama 35205

## Exhibit "A"

### Premises

The following described real estate situated in Shelby County, Alabama

From the Southeast corner of the NW 1/4 of NW 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, run in a Westerly direction along the South line of said 1/4-1/4 section for a distance of 583.26 feet, thence turn an angle to the right of 78 degrees 33 minutes and run a Northwesterly direction for a distance of 1,293.11 feet, more or less, to the intersection of the centerline of a 30 foot Plantation Pipe Line easement and the South right of way line of Shelby County Highway #12, thence turn an angle to the right of 101 degrees 49 minutes 30 seconds and run in an Easterly direction along the South right of way line of Shelby County Highway #12 for a distance of 551.41 feet, thence turn an angle to the left of 90 degrees and run in a Northerly direction for a distance of 10.00 feet, thence turn an angle to the right of 90 degrees and run in an Easterly direction for a distance of 78.00 feet to the point of beginning, thence continue along last mentioned course for a distance of 152.00 feet, thence turn an angle to the right of 36 degrees 15 minutes and run in a Southeasterly direction for a distance of 100.25 feet, thence turn an angle to the right of 41 degrees 02 minutes and run in a Southeasterly direction along the West right of way line of Alabama Highway #119 for a distance of 135.20 feet, thence turn an angle to the right of 102 degrees 20 minutes and run in a Westerly direction for a distance of 254.76 feet, thence turn an angle to the right of 88 degrees 03 minutes and run in a Northerly direction for a distance of 193.00 feet, more or less to the point of beginning.

State of Alabama - Jefferson County

I certify this instrument filed on:

**1998 SEP 24 P.M. 15:04**

Recorded and \$

Mtg. Tax

and \$

Deed Tax and Fee Amt.

\$ **12.00**

Total \$

**12.00**

GEORGE R. REYNOLDS, Judge of Probate



**9862/5739 BESS**

**Inst # 1998-45690**

**11/17/1998-45690  
02:53 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HWS 16.00**