

This instrument was prepared by:
James W. Fuhrmeister
ALLISON, MAY, ALVIS, FUHRMEISTER
& KIMBROUGH, L.L.C.
P.O. Box 380275
Birmingham, Alabama 35238
(205) 991-6367

Inst # 2000-00483

STATE OF ALABAMA

COUNTY OF SHELBY

ASSIGNMENT OF LEASE

THIS AGREEMENT, made December 30, 1999, between the **JAKE SHAINBERG INTER VIVOS TRUST DATED OCTOBER 17, 1972**, hereinafter called "Assignor", and **THE MENTAL HEALTH BOARD OF CHILTON AND SHELBY COUNTIES, INC.**, hereinafter called "Assignee":

Recitals

WHEREAS, a lease was executed between Jake Shainberg and Rose Shainberg as Lessor and **THE UNITED STATES OF AMERICA**, as Lessee, by the terms of which premises commonly known as The Main Post Office at Alabaster, Alabama, and more particularly described as:

A part of the N ½ of the NE ¼ of Section 2, Township 21 South, Range 3 West, described as follows: Begin at the NE corner of Lot 10, W. F. Stroud Subdivision as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 3, Page 43. From said beginning point, run West 125 feet to the Center of Lot 12; thence South 225 feet to a point; thence East and parallel with the North boundary of said Lots 10, 11, and East half of Lot 12, for a distance of 125 feet; thence North 225 feet along the East boundary of Lot 10 and Lot 23 for a distance of 225 feet to the point of beginning. Situated in Shelby County, Alabama.

was leased by Lessor to the Lessee for a term commencing on or about the 1st day of July, 1970 and ending on or about June 30, 1985, renewing automatically, subject to earlier termination as therein provided; and

WHEREAS, the Assignor is the successor in interest to the Lessor; and

WHEREAS, the Assignor now desires to assign the lease to the Assignee, and the Assignee desires to accept the assignment thereof:

NOW THEREFORE, for and in consideration of the sum of One and No/100 Dollars (\$1.00)

receipt of which is hereby acknowledged, and the agreement of the Assignee hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee and its successors and assigns all of its right, title, and interest in and to the lease hereinbefore described, and a copy of which is attached hereto as Exhibit "A" and the Assignee hereby agrees to and does accept the assignment and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations required to be kept. In addition to the above, Assignor specifically assigns to Assignee the right to receive all rents income and/or other money due to Assignor according to the terms of the lease commencing January 1, 2000. Assignor shall assign and transfer all of the security deposit paid by Lessee to the Assignee. Assignee indemnifies and holds Assignor harmless from any claims made by Lessee, or any other party, to the security deposit.

This agreement shall be binding on and inure to the benefit of the parties, hereto, their heirs, executors, administrators, successors in interest, and assigns.

Executed the day and year first above written.

ASSIGNOR:

JAKE SHAINBERG INTER VIVOS TRUST DATED OCTOBER 17,
1972

By: P. Louise Newman, Trustee
P. Louise Newman, Trustee

ASSIGNEE:

THE MENTAL HEALTH BOARD OF CHILTON AND SHELBY
COUNTIES, INC.

By: _____
Ronald A. Kendall, Executive Director

By: _____
D. M. Nolen, Jr., President

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This agreement shall be binding on and inure to the benefit of the parties, hereto, their heirs, executors, administrators, successors in interest, and assigns.

Executed the day and year first above written.

ASSIGNOR:

JAKE SHAINBERG INTER VIVOS TRUST DATED OCTOBER 17, 1972

By: _____
P. Louise Newman, Trustee

ASSIGNEE:

THE MENTAL HEALTH BOARD OF CHILTON AND SHELBY COUNTIES, INC.

By: Ronald A. Kendall
Ronald A. Kendall, Executive Director

By: D. M. Nolen, Jr.
D. M. Nolen, Jr., President

ACKNOWLEDGMENTS

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that P. Louise Newman, whose name as Trustee of the JAKE SHAINBERG INTER VIVOS TRUST DATED OCTOBER 17, 1972, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

WITNESS my hand and seal this 29th day of Dec, 1999.

P. Louise Newman, Trustee

DAVID G CHIESCO
NOTARY PUBLIC STATE OF INDIANA
MONROE COUNTY
MY COMMISSION EXP. OCT. 6, 2007

[Signature]
Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Ronald A. Kendall, whose name as Executive Director of THE MENTAL HEALTH BOARD OF CHILTON AND SHELBY COUNTIES, INC., a corporation, 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 such instrument, he, as such officer and will full authority executed the same voluntarily for and as the act of said corporation.

WITNESS my hand and seal this _____ day of _____, 1999.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENTS

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **P. Louise Newman**, whose name as Trustee of the **JAKE SHAINBERG INTER VIVOS TRUST DATED OCTOBER 17, 1972**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

WITNESS my hand and seal this _____ day of _____, 1999.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Before me, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **Ronald A. Kendall**, whose name as Executive Director of **THE MENTAL HEALTH BOARD OF CHILTON AND SHELBY COUNTIES, INC.**, a corporation, 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 such instrument, he, as such officer and will full authority executed the same voluntarily for and as the act of said corporation.

WITNESS my hand and seal this 30th day of December, 1999.

Joyce F Crawford
Notary Public
My Commission Expires: 07-26-03

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Before me, the undersigned authority, a Notary Public in and for said County and State, hereby certify that D. M. Nolen, Jr., whose name as President of **THE MENTAL HEALTH BOARD OF CHILTON AND SHELBY COUNTIES, INC.**, a corporation, 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 such instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

WITNESS my hand and seal this 30th day of December, 1999.

Joyce F Crawford
Notary Public
My Commission Expires: 07-26-03

Inst # 2000-00483

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01/05/2000-00483
10:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HHS 21.00