

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment"), made and entered into as of the 12th day of May, 2016, by and between **First United Methodist of Alabaster, Inc.**, an Alabama corporation (hereinafter referred to as "Assignor"), and **M. E. BUCKELEW, LLC**, an Alabama limited liability company (hereinafter referred to as "Assignee").


W I T N E S S E T H:

WHEREAS, Assignee purchased the property described in Exhibit "A" attached hereto (the "Property"), subject to the outstanding leases described in Exhibit "B" (the "Leases"); and

WHEREAS, Assignor has agreed to assign the Leases to Assignee, and Assignee has agreed to assume the obligations of Assignor accruing under the Leases from and after Assignee's purchase of the Property.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:


1. Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Leases.
2. Assignor shall hold harmless, indemnify and defend Assignee from and against any and all liabilities, obligations and claims arising under or in connection with the Leases related to the period on or before the effective date hereof
3. Assignee hereby accepts the assignment of the Leases, and after the date hereof assumes and becomes responsible for, and agrees to perform, discharge, fulfill and observe all of Assignor's obligations, covenants and conditions with respect to each of the Leases.
4. Assignee shall hold harmless, indemnify and defend Assignor from and against any and all liabilities, obligations and claims arising under or in connection with the Leases relating to the period after the effective date hereof.
5. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall inure to the benefit of, and shall bind, all parties hereto and their respective successors and assigns.


20160519000171520 1/6 \$29.00
Shelby Cnty Judge of Probate, AL
05/19/2016 01:18:43 PM FILED/CERT

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered effective as of the date and year first stated above.

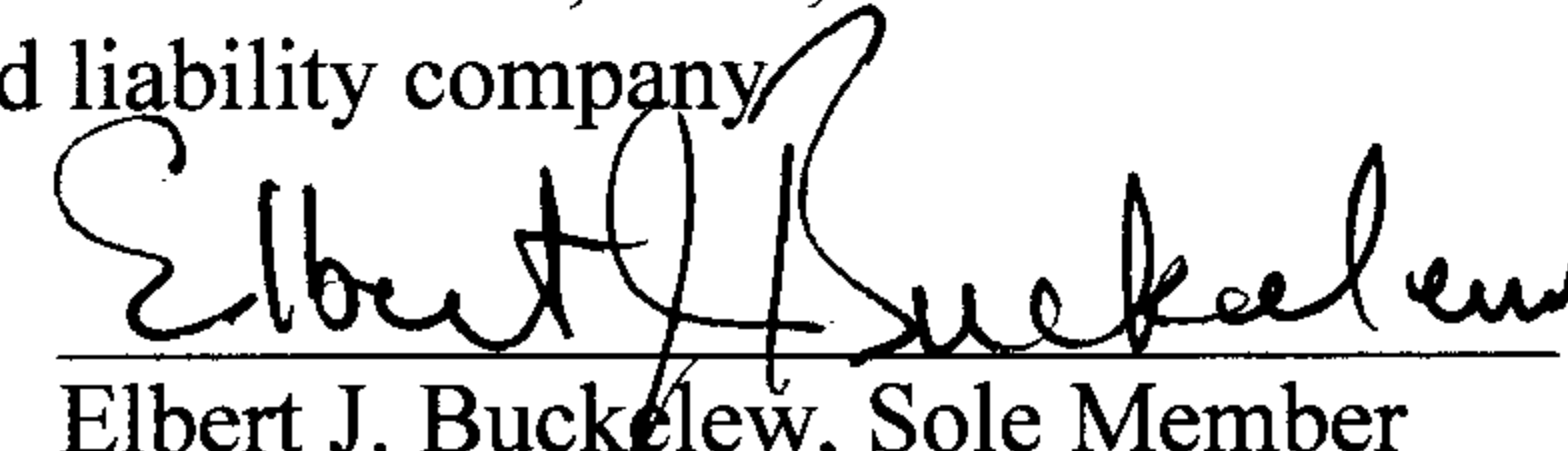
ASSIGNOR:

First United Methodist of Alabaster, Inc., an Alabama corporation

By: 
Billy Neil Peterson, as its Elected Designated Signatory

ASSIGNEE:

M. E. BUCKELEW, LLC, an Alabama limited liability company

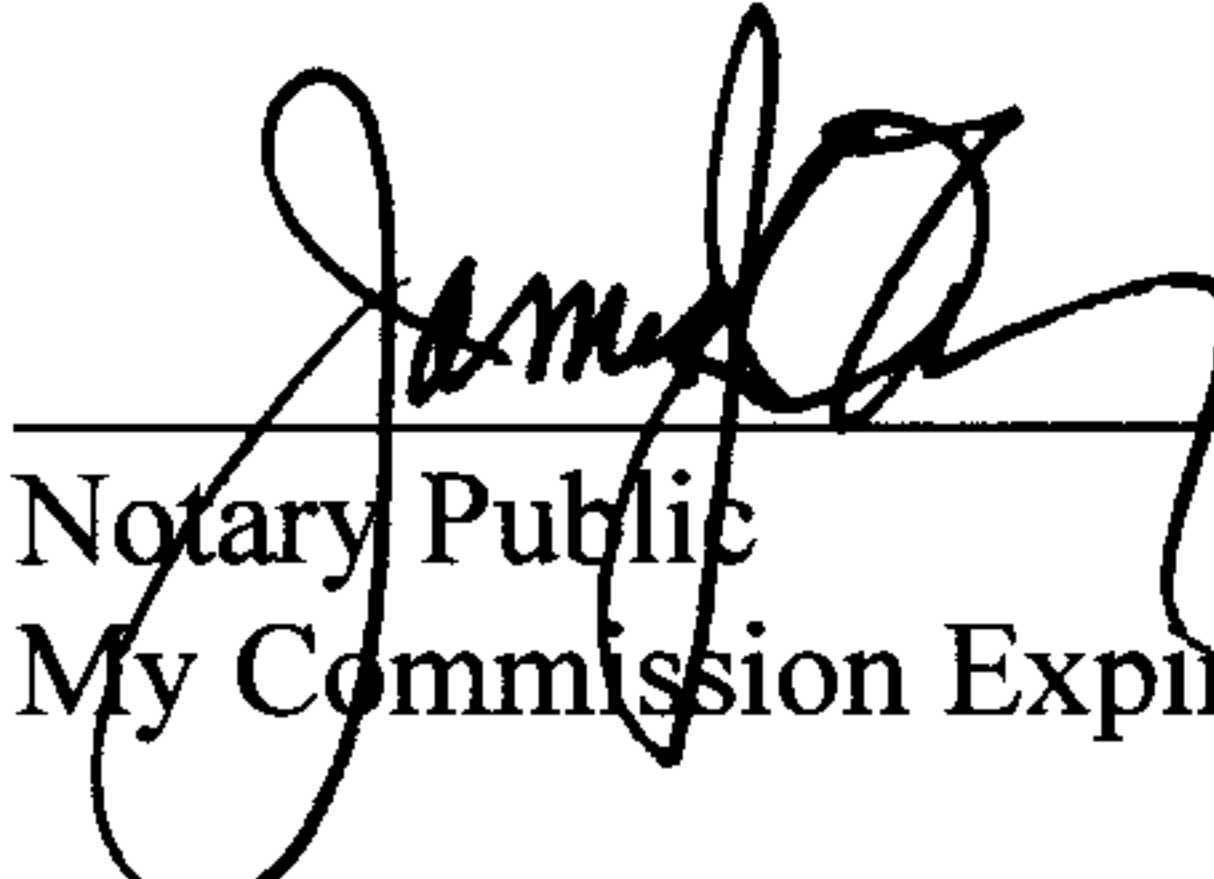
By: 
Elbert J. Buckelew, Sole Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Billy Neil Peterson, whose name as Elected Designated Signatory of First United Methodist of Alabaster, Inc., an Alabama 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 said instrument, he as such Elected Designated Signatory, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12th day of May, 2016.

[NOTARIAL SEAL]


Notary Public
My Commission Expires: 7/11/2019



20160519000171520 2/6 \$29.00
Shelby Cnty Judge of Probate, AL
05/19/2016 01:18:43 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Elbert J. Buckelew, whose name as Sole Member of M. E. BUCKELEW, LLC, an Alabama limited liability company, 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, as Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 12th day of May, 2016.

[NOTARIAL SEAL]



Notary Public
My Commission Expires: 7/14/2019



20160519000171520 3/6 \$29.00
Shelby Cnty Judge of Probate, AL
05/19/2016 01:18:43 PM FILED/CERT

EXHIBIT "A"

Legal Description

PARCEL I:

Tract A:

Lot 3, According to the survey of First United Methodist Church Addition to Alabaster, as recorded in Map Book 42, page 27, in the Probate Office of Shelby County, Alabama.

Tract B:

A portion of Lot 2, First United Methodist Church Addition to Alabaster, as recorded in Map Book 42, page 27, in the Office of the Judge of Probate, Shelby County, Alabama, being further described as follows:

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described by metes and bounds as follows:

Commence at a found 5/8" rebar being the Northwest corner of Lot 3 of said First United Methodist Church Addition to Alabaster, said point also being a point on the Southernmost right of way line of 6th Avenue Southwest (40' right of way) and a point on the Easternmost right of way line of Louisville & Nashville Railroad (100' right of way); thence run in a Southwesterly direction along the West line of said Lot 3 and along the Easternmost right of way line of said Louisville & Nashville Railroad for a distance of 218.57 feet to a found 5/8" rebar; thence leaving the Easternmost right of way line of said Louisville & Nashville Railroad, turn an interior angle of 46 degrees 49 minutes 17 seconds to the right and run in a Northeasterly direction along the Lot line of said Lot 3 for a distance of 32.07 feet to the POINT OF BEGINNING; thence run along last described course for a distance of 40.00 feet to a found pk nail; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southeasterly direction along the Lot line of said Lot 3 for a distance of 122.28 feet to a found pk nail; thence leaving the West line of said Lot 3, turn an interior angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southwesterly direction for a distance of 40.00 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 122.28 feet to the POINT OF BEGINNING. Said parcel contains 4,891 square feet or 0.11 acres more or less.

Parcel II:

Tract A:

Lot 1, According to the survey of First United Methodist Church Addition to Alabaster, as recorded in Map Book 42, page 27, in the Probate Office of Shelby County, Alabama.



20160519000171520 4/6 \$29.00
Shelby Cnty Judge of Probate, AL
05/19/2016 01:18:43 PM FILED/CERT

Tract B:

A portion of Lot 2, First United Methodist Church Addition to Alabaster, as recorded in Map Book 42, page 27, in the Office of the Judge of Probate, Shelby County, Alabama, being further described as follows:

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described by metes and bounds as follows:

Commence at a found JAM III capped rebar being the Southwest corner of Lot 1 of said First United Methodist Church Addition to Alabaster, said point also being a point on the Northernmost right of way line of Alabama State Highway 119 (Montevallo Road, right of way varies); thence run in a Westerly direction along the South line of said Lot 1 for a distance of 170.30 feet to a found pk nail; thence leaving the South line of said Lot 1, turn an interior angle of 45 degrees 42 minutes 45 seconds to the left and run in a Northeasterly direction along the Lot line of said Lot 1 for a distance of 25.12 feet to the POINT OF BEGINNING; thence leaving the Lot line of said Lot 1, turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 90.39 feet to a point; thence turn an interior angle of 88 degrees 53 minutes 48 seconds to the left and run in a Northeasterly direction for a distance of 81.72 feet to a point; thence turn an exterior angle of 89 degrees 59 minutes 54 seconds to the right and run in a Northwesterly direction for a distance of 39.87 feet; thence turn an exterior angle of 270 degrees 03 minutes 05 seconds to the right and run in a Northeasterly direction for a distance of 40.00 feet to a found pk nail, said point being the Northwest corner of Lot 1 of said First United Methodist Church Addition to Alabaster; thence turn an interior angle of 90 degrees 03 minutes 05 seconds to the left and run in a Southeasterly direction along the West line of said Lot 1 for a distance of 59.83 feet to a found pk nail, said point being a point on the West line of said Lot 1; thence turn an interior angle of 89 degrees 59 minutes 54 seconds to the left and run in a Southwesterly direction along the Lot line of said Lot 1 for a distance of 81.33 feet to a found pk nail, said point being a point on the West line of said Lot 1; thence turn an exterior angle of 88 degrees 53 minutes 48 seconds to the right and run in a Southeasterly direction along the West line of said Lot 1 for a distance of 69.62 feet to a found pk nail, said point being a point on the West Lot line of said Lot 1; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southwesterly direction along the West Lot line of said Lot 1 for a distance of 40.00 feet to the POINT OF BEGINNING. Said parcel contains 6,825 square feet or 0.16 acres more or less.



20160519000171520 5/6 \$29.00
Shelby Cnty Judge of Probate, AL
05/19/2016 01:18:43 PM FILED/CERT

EXHIBIT "B"

Description of Leases

112 Market Center Drive – Dong Ngo and Thu Tran d/b/a Angel Nails

108 Market Center Drive – The City of Alabaster

136 Market Center Drive – Fitness Ventures, LLC

116 and 126 Market Center Drive – H&R Block Eastern Enterprises, Inc.

124 Market Center Drive – Hairway to Heaven, LLC

104 Market Center Drive – REM Cleaners, Inc.

140 Market Center Drive – Harco Drug, Inc. (Rite-Aid Pharmacy)

