5.52

LEASE AGREEMENT

STATE OF ALA.

COUNTY OF SHEIBY

THIS LEASE AGREEMENT made and entered into this the 26 day of August 1930 by and between A. M. Word of Pelham County of Shelby State of Ala. (hereinafter called the lessor) and Standard Oil Company, a corporation, organized under and existing by virtue of the laws of the State of Kentucky (hereinafter called the lessee);

WITNESBETH,

1. Lessor here by grants, leases and demises unto the said lessee a certain plot of ground located in the City or town of Pelham County of Shelby State of Ala. more fully described as regards exact location and dimensions as follows:

Building 60 by 60 ft. with drive in service station 20 by 60 ft. on the southwest corner of Main Street and Montgomery Highway. East half of southeast quarter Section 19 Township 20, Range 2 west, west half of northeast quarter, northwest quarter of southwest quarter Section 29, Township 20, Mange 2 west of 200 acres, together with buildings or portion of buildings located thereon, or to be erected thereon, more fully described as follows: with driveway and street front privileges.

Also the following described and enumerated equipment:

- 2 10 Gall. G.V.M. Pumps
- 2 10 Bils. tanks.
- 3 5565 Lub. Tanks
- 2. This lease is to become effective on the 1st. day of Oct.1930 and is to remain inforce for a period of 12 months or until the 1st. day of Octber, 1931.
- As a consideration for the leasing of these premises, the lessee shall yield and pay to the lessor, as rental, each month, an amount equivalent to one cent per gallon on the total number of gallons of Crown Gasoline and/or Crown Ethyl Gasoline sold through said premises, building and equipment by lessee, or by the sub-tenant of the lessee as hereinafter outlined, payments of this rental to be made on or before the fifteenth day of each month following the month in which said rentals are earned, unless otherwise agreed upn by the parties hereto.

^{6.} The lessor agrees to pay all taxes and assessments, whether municipal State or County, made against the premises leased herein, also all water and electric current charges incident to the operation of said premises, and lessor at his own cost and expenses shall place, keep and maintain the leased premises in good, safe and proper order and condition during the terms of this lease or any renewalthereof.

^{7.} The lessor agrees to pay any and all license fees, occupation taxes and/or upon privilege taxes imposed/the sale of petroleum products on the demised premises and building and equipment thereon.

^{8.} The lessee shall have the right, at any time during the term of this lease or any renewal thereof, to place and erect upon said leased premises any fixtures or improvements which it may deem necessary for the conduct of its business (in addition to any fixtures or equipment now on the premises or to be located thereon by lessor) said lessee, however, complying with the city and state laws regulating the said fixtures or improvements, and the lessee may at any time during the term of this lease or any renewal thereof remove from said premises all equipment, such as pumps, tanks, connections and appurtenances, air compressors, signs, etc. which it may have placed upon the said premises, those remaining to become the property of the lessor.

9. If the lessor is not the owner of the demised premises herein specified, and shall default in the payment of any rent due said lessor's landlord, the lessee may, at its option, upon notice of such default from the landlord, pay said rent to said lessor's landlord, and the amount or amounts so paid shall be credited upon the rent herein reserved to the same extent as if amounts has been paid to lessor.

10. It is understood and agreed between the lessor and lessee, that the said lessee shall have the right to subrent or sublease said property, together with improvements and equipment now thereon or to be placed thereon.

ll. If the lessee shall fail to pay the rent under this lease when the same becomes due and continues in default for thirty (30) days thereafter, the lessor shall have the right at his option to declare this lease cancelled, said option to be exercised by mailing to the said lessee at its office in the City of _______ State of ______ portage prepaid, registered notice of his intention to cancel the said lease.

12. Should the said premises, equipment etc. be destroyed or so damaged by fire or other casualty as to become unusable or untenantable, this lease shall at the option of either of the parties here to, cease and determine from the date of the destruction or damage of same.

13. The lessor hereby affirms, declares and covenants with the lessee and all other persons who may be concerned, that he is the owner of said premises or property, building, equipment etc. above mentioned, or that he has a lease onthe said property permitting him to make this arrangement with the said lessee; that, at the request of the said lease, the said lessor will prove such ownership by proper abstract of title to the satisfaction of the General Counsel of the lessee; to prove such leasehold rights and privileges by attaching a certified copy of this lease contract with the owner of this property to this lease agreement between lessor and lessee, as substantiating evidence of his right to sub-lease or sublet the property to the lessee as provided for in the terms of this agreement. Lessor further expressly covenants and warrants that he hasnot leased the above described premises to any other person or oil company for any part of the term covered by this lease or any renewal thereof.

14. Wherever the words "lessor" and "lessee" appear inthis lease, that term shall also include their heirs, assigns, executors, administrators or successors.

In witness whereof the parties hereto have hereunto set their hands, this the 2nd day of $S_{\rm ept}$. 1930 .

Witnesses as to lessor and wife of lessor

H. L. Taylor H. L. Taylor

Witnesses as to lessee:

D. G. Hubert

STATE OF ALABAMA)

COUNTY OF SHELBY

A. M.Word , Lessor Callie Word, Wife of Lessor

Standard Oil mpany Incorporation in Kentucky

By D. H.Bohler

Personally appeared before me UralC. Wheatley, a Notary Public in and for said County and State A. M. Word and Callie Word his wife, personally known to me to be the parties who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act, for the uses and purposes thereinset forth, including the release and waiver of the right of homestead, dower, etc.

Given under my hand and notarial seal this 2nd day of September, 1936 Wy commission expires Oct.6th 1930 Ural C. Wheatley--Notary Fublic

COUNTY OF JEFFERSON)

I, Chas. A. Froedich, a Notary Public in and for said County and Statw aforesaid do hereby certify that ______ and ____ personally known to me to be the same person whose names are subscribed to the foregoing instrument as D.H.Bohler DM Secretary, respectively of the Standard oil Company a corporation appeared before me on this day in person and acknowledged that they signed delivered and executed the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this ___ Sept. 30, 1930

Chas. A. Froelich--Notary Public

THE STATE OF ALABAMA)

SHELEY COUNTY)

I hereby certify that the within lease was filed inthis office for record Oct. 25t 1930 at 9 oclock A.M. and recorded in Deed record 91 page 552 and examined.

Cage Head--Judge of Probate