## LEASE

THIS INDENTURE made this 26th day of March 1931 by and between Jim Scott of Calera, Alabama, first party, and Pan American Petroleum Corporation, a Delaware Corporation, second party,

WITNESSETH, that in consideration of the covenants and agreements of the second part hereinafter set forth, said first party hereby leases to said second party the following described premises, situated in the County of Shelby and State of Alabama to-wit: A garage and filling station, known as Scott's Garage, and a certain lot. or parcel of land described as follows: lying west of U.S. Highway #31, Ala. State Highway #3, fronting the B'ham-Montgomery Highway, or Avenue, Sixty (60) feet, beginning 140 feet north of the east and west line of block 83, extending north 60 feet, thence west 175 feet to a point, thence south 60 feet to a point, thence east 175 feet to west side of said highway and point of beginning. This property being in the southwest corner, of the northwest quarter of the southeast quarter of Section 16, township 22, range 2 west, in the town of Calera, County of Shelby, State of Alabama together with all equipment thereon or connected therewith, and now owned (leased) and operated by said first party as a filling station, from the 2nd day of May 1931, to the 1st. day of May 1936, at a monthly rental of a sum equal to one cent for each gallon of Pan Am gasoline and Pan Am Ethyl gasoline sold by secone party at said premises during the preceding month, payable on the tenth day of each month during the term, except that the rental for the first month of the term shall be paid, on the tenth day of the following month, based upon the gallonage of the first month, by check delivered or mailed to first party, his personal representative or assigns at City Calera, State Alabama,, unless and until first party shall havenotified second party in writing to pay said rent at a different address, second party reserves the right to terminate this lease at any time by giving to first party 30 days' written notice of its intention to so terminate said lease. Second party may credit said rent against any sums owing by first party to it and notice of such credit shall constitute payment hereunder. Second party will use its best efforts to increase the sale of gasoline at said premises.

In consideration of the foregoing, first party hereby sets over and assigns unto second party, first party's licenses, consents and permits to maintain and operate a gasoline filling station, on the above described premises, such assignment to be effective only during the term of this lease, and all renewals and extensions thereof.

And said first party further covenants and agrees as follows:

- 1. That during the term of said lease he will pay all general and special taxes and assessments that may be levied or assessed against said premises and/or property owned by him located thereon; and will also pay any and alllicense fees; occupation taxes and other taxes, impositions and charges levied against or imposed upon the pusiness conducted on the demised premises and/or the equipment located thereon.
- 2. That all buildings, structures, tanks, pumps, greasing racks and other equipment placed upon the premises by second party or by third persons acting under arrangement with second part, whether or not embedded in the soil or affixed to the realty, shall remain the sole property of second party and at the expiration of this lease by lapse of time of otherwise, said second party shall have and is hereby given the right aft any time, within thirty (30) days after such termination, to enter upon and remove from said premises, any equipment by it at any time placed therenn.
- 3. First party agrees to replace athis own expense any equipment owned by him which

becomes worn out through ordinary use, or is broken or otherwise damaged or destroyed through no fault of second party.

- 4. If first party is not the owner of the demised premises and shall default in the payment of any rent due first party's landlord, part may at its option, pay said rent to first party's landlord and the amount or amounts so paid shallbe credited upon the rent herein reserved to the same extent as if said sum or sums has been paid to first party.
- That second party shallhave and is herebygiven the privilege of extending this lease for a period of five years (5) years from the date of its expiration, under the same terms and conditions as herein specified, Second party shall also have the privilege of purchasing said premises and equipment thereon, or pertaining thereto at any time prior to the expiration of this lease or any renewals thereof, for the sum of "No purchase option" Dollars provided said second party shall give said first party notice in writing of its election to exercise said option of purchase, at least thirty (30) days prior to the expiration of said lease, and any renewal thereof and \_\_\_\_, wife of the said first party, joins in this option of purchase and agrees in event of the exercise of the said option of purchase by said second party, to join said first party in the execution of a proper deed of conveyance, and said first party agrees that if said option of purchase is exercised, he will convey a merchantably title to said real estate by good and sufficient warranty deed, with release of dower, homestead or other rights of his wife and free from all encumbrances what soever, and will furnish a merchantable abstract showing title to said land in said first party, free from alliens and encumbrances, brought down to the date of conveyance.
- 6. That second party shall have the right to sublet the premises or any part thereof.

  In consideration of the covenants and agreements by said first party to be kept
  and performed, said second party covenants and agrees as follows:
- 1. To pay rental for said premises as above specified.

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- 2. To pay all taxes/or assessed upon property belonging to it upon said premises.
- That at the expiration of said lease said second party will return to said first party the premises and equipment thereon, othern than equipment placed thereon by it, in as good condition as at the date hereof, ordinary wear and tear and damage or destruction without fault of second party excepted.

It is mutually agreed that in the event of the above premises being rendered unfit for occupancy by fire, storm or from anyother cause, the mental named in this lease to be paid shall cease until such time as the said property is again put into satisfactory condition for occupancy, at the expense of first party, which first party agrees to do forthwith after said premises have been rendered untenantable as aforesaid.

In the event that second party shall be in default in the payment of rent hereunder or otherwise and such default shall continue for a period of thirty days after notice in writing from first party of such default, first party may terminate this lease and repossess the premises.

It is further understood and agreed that all notices given, under this lease shall be deemed to be properly served if delivered in writing personally or sent by registered mail to first party at the last address where rent was paid, or to second party at its district office in \_\_\_\_\_\_. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

IN WITNESS WHEREOF the said first party hereunto set their hands and seal and the said second party has caused this instrument to be executed the day and year first above written.

"itness; C. L.Gillham

Jim Scott (Seal)
First Party

W.E.R

Myrtle Scott (Seal) ife of first party

Pan American Petroleum Cgrporation By A. E. Ralston--General Lanager

STATE OF ALABAMA )

COUNTY OF S

ACKNOWLEDGMENT BY FIRST PARTY

Personally appeared before me A. R. Busby a Notary Public in and for said County

Jim Scott and Myrtle Scott personally known 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 therein set forth.

Given under my hand andnotarial seal this 26 day of March A.D. 1931

A.R. Busby--Notary Public

My commission expires Jan. 1935

## gansent of Owner

The undersigned, owner in fee simple of the premises described in the within lease, hereby consents thereto and agrees with said Pan American Petroleum Corporation that it may enter the hereinabove demised premises and remove therefrom any and all pumps, tanks and equipment placed thereon by the said Pan American Petroleum Corporation at any time within thirty (30) days after the expiration or prior termination of the undersigned's lease with the aforesaid party of the first part. The undersigned further agrees that if the said arty of the first part shall default in the payment of the rent reserved in his lease with the undersigned, the said Pan American Petroleum Corporation may at its option, pay said rent and will thereupon succeed to the rights of the said party of the first part in the demised premises to the same extent as if the said party of the first part had assigned his lease to the said Pan American Petroleum Corporation.

Pated March 26, 1931

Jim Scott (Seal)
Myrtle Scott (Seal)

Witness: C. L. Gillham

STATE OF ALABAMA )

COUNTY OF

Personally appeared before me A.R. Busby a Notary Public in and for said County

Jim Scott and Myrtle Scott personally known to he 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 therein set forth.

Given under my hand and notarial seal this 26 day of March A.D. 1931.

My

Commission expires Jan. 1935

A. R.Busby--Notary Public

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Approved; G. M. Whelan

THE STATE OF ALABAMA

SHELBY COUNTY

I hereby certify that the within lease was filed in this office for record June 3rd. 1931 at 2 oclock P.M. and recorded in Deed record 92 page 373 and examined.

Cage Head--Judge of Probate