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LEASE 2821

THIS LEASE, Made and entered into this 16th day of March 1932, be and between A.B.Barley and Jewell Baxley, his wife, of the County of Shelby and State of Alabama, designated herein as Lessor, and SHELL PETROLEUM CORPORATION, a Virginia Corporation, designated herein as Lessee:

Witnesseth: That Lessor hereby lease to Lessee the following described premises in the City of Calera County of Shelby, and State of Alabama, to-wit:

Lots Thirteen (13) and Fourteen (14) in Black Sixty three (63), according to J.H.Dunston's map and survey of the town of Calera, County of Shelby, Alabama, as follows: 50' on Montgomery Highway by 140' on 6th Av.

together with all improvements and equipment thereon or connected therewith as evidenced by inventory attached hereto and marked Exhibit "A".

TO HAVE AND TO HOLD the same for a period of Two Years, seven months years beginning on the

15th day of April 1932, and ending on the lith day of November 1934, unless sooner terminated as hereinabove provided.

The Lessee agrees to pay to Lessof as rent for said premises the sum of Three hundred sixty-

Dollars per year, from April 15th 1932 to November 15th 1934; the sum of : Dollars per year from 19 to 19 and the sum of Dollars per year from 19 to 19, in equal monthly installments in advance on the 15th day of each month, and agrees to mail draft for same to Lessor at Calera Alabama, Provided, however, that failure to pay any installment of rent when due shall not work a farfeiture of this lease unless notice of such default is served upon Lessee by Lessor, and in that event shall have ten days from the receipt of such notice in which to pay such installment.

Said premises shall be used as a gasoline filling and automobile service station. This lease is made contingent upon Lessor or Lessee obtaining and retaining the necessary legal permission to conduct and operate said business upon said premises. If said permission cannot be secured, or if obtained, is subsequently revoked, of if for any reason, it shall become illegal for Lessee to conduct said business upon said premises, then Lessee, at its option, may terminate this lease. Rents provided for shall automatically cease during any period of time that Lessee is deprived of or denied the right to conduct its business upon said premises by any proper or legal authority.

Lessee is given the right to move, remove, cchange, alter or modify any portion of said premises, including buildings, tanks, draveways and curbing and to make, build and place upon said premises such installation and equipment as shall be necessary to meet the requirements of Lessee, and is further given the right to paint in Shell colors any and all buildings and equipment now upon or which may be hereafter placed upon said premises.

It is the agreement of the parties hereto that no rents shall accrue or be payable by virtue of this lease until all improvements to be erected upon said premises, in accordance with plans and specifications submitted by Lessor to Lessee, shall have been fully completed, and all equipment described in Exhibit "A" properly installed and possession of said service station shall have been delivered to and accepted by Lessee.

All necessary repairs shall be made by and at the expense of Lessor. All necessary painting however, of the equipment and building shall be done by and at the expense of Lessee. If any of the equipment leased hereby becomes worn out through reasonable use or becomes obsolete during the term of this lease or any extension thereof, then and in that event the Lessee may replace the same and shall have the right, at the termination of this lease for any cause, to remove the same. The equipment herein leased and described in Echibit "A" shall remain the property of the Lessor and shall be removed of Lessor been replaced by new equipment, as above provided.

Should the premises leased become untenantable or unfib for use by these the Lessee shall notify Lessor in writing of the repairs deemed necessary to place said premises in satisfactory condition, and Lessor shall make such repairs within Thirty (30) days after the date of said notice. If however, Lessor fails to make such repairs in said time, Lessee has the right to terminate this lease without further liability, or may make such repairs and deduct from the rentals as they accrue the sum expended therefor.

In case said premises are rendered unfit for use, by fire, storm or any other cause, no rental shall acrive of is to be paid from the beginning of such unfitness for occupation until said property is put in tenantable condition and Lessee is able to and does occupy the same for the purpose of conducting its business thereon. Lessor agrees to immediately replace and repair and reconstruct said building and equipment in said event and supply and provide equipment and buildings of like value and of like character and construction. Should Lessor fail or refuse to immediately repair or reconstruct the premises and prodeed with the work with due diligence, the Lessee may, at its option, repair or reconstruct the same, and in that event shall have a lien upon said premises for the amount so expended and is authorized to withhold all rents as they accrue until it shall be remibursed for the sum so expended,

withhold all rents as they accrue until it shall be remibursed for the stogether with interest thereon.

Lessor agrees to pay all taxes, general and special, water license and all other charges that may be levied or assessed against said premises, including all bills for light and heat incurred in the use of said premises. If Lessor is not employed by Lessee to operate aaid service station, then Lessee agrees to pay all bills for light and heat incident to the conduct of said business. In the event of failure on the part of Lessor to pay such taxes, and charges when due and payable, Lessee shall have and is hereby given the right to pay and charge same to Lessor, and Lessee may withold all rentals as they accree until it shall have been reimbursed for any sum so advanced, together with interest thereon.

Lessee agrees to deliver said premises to Lessor at the expiration or termination of this lease for any cause, subject, however, to all of the rights herein granted to change, alter or modify any portion of the same, in as good condition as when received, ordinary wear and tear excepted.

Lessee hat the right at any time before the expiration of this lease by lapse of time or otherwise, and within thirty (30) days after said termination, to enter upon said premises and remove therefrom any property, installation, or equipment it owns or may have placed thereon.

It is further agreed that if Lessor, during the term of this lease or any renewal thereof, desires to sell said property to a prospective purchaser, able, willing and ready to buy

the same, Lessor shall so notify Lessee. Said notice shall give the name and address of the prospective purchaser and be accompanied by an affidavit by the Lessor that such prospective sale is bona fide and that the Lessor intends to sell and convey said propertyy and Lessee shall thereupon have the right and option to purchase same at the price and upon the terms offered by such proppctive purchaser. Lessee agrees, inthe event wit desires to purchase, that it will within fifteen days from the receipt of such notice, signify its intention to buy said property and Lessor and Lessee agree that they will complete said sald without any unreastonable delay. Lessor to furnish abstract; of title as hereinafter provitaded. In the event of sale to any third party and in the event such purchaser should desire to sell said property during the term of shis lease or any renewal period, Lessee shall have the like option to purchase at the price offered by any bona fide prospective purchaser, upon the same terms and conditions set forth above; it being understood that the right of Lessee to purchase at the offered price shall be a continuing right during the existence of this lease, whenever the owner of the fee may desire to sell said property. Lessee's failure to exercise anyb option herein, contained shall not in any way effect this lease or the rights of the Lessee to the estate hereby created. In the event Lessee exercises any purchase option, Lessor agrees and will within 15 days after notice provided for above, secure and submit to Lessee an anstract or certificate of title prepared by competent and reliable abstractersm which said abstract or certificate shall be satisfactory to and approved by attorneys for Lessee. Lessor further agrees to execute and acknowledge deed and hill of sale which shall be satisfactory and approved by attorneys for Lessee.

Lessee, during the term of this lease or any extension thereof, is given the right to sublet or assignsalt or any part of its rights in and to said premises. It is further the agreement of the parties that Lessee has and is hereby given the right to cancel this lease, and if Lessee desires so to do Lessee shall give 30 days written notice to Lessor and designate a particular rental due date upon which such cancellation is to become effective, In said event Lessee further agrees, as a condideration for said cancellation, to pay to Lessor the total sum of Three Hundred and no/100--Dollars.

This lease is to become binding and valid only when approved by the executives or authorized agent of thr Lessee at the Home Office in St. Louis, Missouri.

Whenever the word Lessor, is used herein it shall be construed to include the successors and assigns of Lessor, and the word Lessee **Mall* include the successors and asigns of Lessee.

IN WITNESS WHERFOF, the parties hereto have alecuted this instrument induplicate the say and year first above written.

Witness: M W Dishert

Lessor Shell Petrole

Attest: PR Chenoweth Secretary Shell Petroleum Corporation
By T S Jydon-Vice President.
Lessee

A B Baxley

Jewell Baxley

(SEAL)

(SEAL)

EXHIBIT "A"

Service Station of cement stone construction together with canopy, concrete driveways etc.

(If Lessor is not the owner of the premises, secure the signatures of the fee owner and his wife to this subletting.

The undersigned hereby consent to the subletting of Lessor's rights in the foregoing lease to the Shell Petroleum Corporation. The undersigned agree that in the event the Lessor defaults in any of the covenants of the lease under which said Lessor acquired rights in and tomthe above described premises, to notify the Shell Petroleum Corporation at Shell Building St Louis Misso, of such default said Shell Petroleum Corporation shall have ____ days after the receipt of such notice to make good at its option, such default on the part of the Lessor, and further agree that so long as Shell Petroleum Corporation thereafter complies with the terms of the original lease its rights in and to the property under this agreement shall be valid and remain in full force and effect.

State of Alabama County of Shelby

I, A.R. Busby a Notary Public, hereby certify that A.B. Baxley and Jewell Baxley, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16h day of March 1932.

My commission expires Jan 1935
A.R.Busby, Notary Public.

State of Alabama
Shelby County) I, Cage Head, Judge of Probate hereby certify that the within lease was filed for record in this office May 18th 1932 at 1 o'clock PM and recorded in Deed Record 93 and page 363 and examined.

Cage Head Judge of Probate.

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that

i ivilege Tax

in the within

and an required by

law.