

Agreement of Lease

THIS AGREEMENT OF LEASE, made and entered into this the 10 day of June, 1936, by and between Lavonia Tinney Gordon, married and Pearl Norris Friedberger, married, of the City of Columbiana County of Shelby, State of Alabama, parties of the first part, and the Gulf Refining Company, a corporation, Party of the Second Part.

WITNESSETH: That the Parties of the first part (hereinafter called Lessors, for and in consideration of the rental hereinafter reserved, have this day rented and leased to the Party of the Second Part (hereinafter called Lessee), a certain parcel of land located in the City of Columbiana, County of Shelby, State of Alabama, and described as follows:

Beginning at the N.E. Corner of intersection of Main and E. College Streets (Ala. Highway #25), thence run North 37' 8" along Main Street, thence E. 44' 4" thence South 37' 8", thence West 44' 4" along E. College Street (Ala. Highway #25) to point of beginning.

Being that part of Lot #62 according to Horsley's map of the Town of Columbiana, Alabama. Said leased premises shall include the above described real estate together with all improvements and buildings thereon erected or to be thereon erected. Said property may be used for any lawful business.

It is understood that the Lessors shall erect and complete upon said lot a gasoline service station approximately 44' 4" x 37' 8", with suitable driveways, two rest rooms, island and approaches, as shown on sketch or plan approved by the Lessee and hereto attached and made a part of this Lease. The Lease shall become effective when said station is completed and ready for occupancy by the Lessee, which fact shall be evidenced by certificate of the contractor, if any, and if not, by written notice from the Lessors to the Lessee, and acceptance by the latter. It shall remain in full force and effect for a period of Five Years thereafter, provided that the Lessee shall have the right to renew and extend this Lease for a further term of Five Years, by giving to the Lessors Written notice of its election to exercise this right of extension at least thirty (30) days before the expiration of the Five Year Period.

It is understood and agreed that any holding over by the Lessee at the end of this lease or at the end of any renewal or extension period without having first renewed or extended this Lease in writing shall not be considered as a renewal or extension of this Lease for any period longer than one month. The Lessee agrees to pay a monthly rental of Thirty Five Dollars (\$35.00) for the first five year period; payable on the 25th day of each and every month. If and when this Lease is renewed the Lessee agrees to pay a monthly rental of Fifty Dollars (\$50.00) during the renewal period, payable on the 25th day of each and every month.

The Lessee is hereby given the option of purchasing said premises, building and equipment thereon, or incident thereto, at anytime prior to the expiration of this Lease, or any renewal thereof, for the sum of Ten Thousand Dollars (\$10,000.00).

The Lessee shall give Lessors notice in writing of its election to exercise said option of purchase at least thirty (30) days before the expiration of said lease or any renewal thereof; and Harry Gordon and Leo Friedberger, husbands of said Lessors, join in this option and agree that in the event of the purchase of said property by Lessee, they will join Lessors in the execution of a proper deed of conveyance, and said Lessors and their husbands jointly agree that they will convey said property to the Lessee by marketable title, free and discharged of all liens and encumbrances, by good and sufficient warranty deed, with release of dower, homestead or other rights of the husbands, and to that end will furnish abstract showing marketable title to said land in the Lessors, free and discharged of all liens and encumbrances.

The Lessors covenant and agree to protect the Lessee in the uninterrupted use and possession of said premises during the entire term of this Lease, and to that end agree to keep the premises free and discharged of liens and encumbrances affecting the title thereto.

Lessors agree to pay all taxes upon the land and buildings and improvements thereon.

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Lessee shall, pay the taxes on its property and equipment on the leased premises.

The Lessors covenant and agree to keep and maintain the leased premises in good repair and in a satisfactory condition to the Lessee.

It is understood and agreed that the Lessee proposes to use said premises as a gasoline filling station for the sale of gasoline and other petroleum products and that should the use of said leased premises by the Lessee as and for a gasoline filling station for the sale and storage of gasoline and other petroleum products be absolutely prohibited or so restricted as seriously to interfere with its business during the terms of this lease by ordinance, regulation or statute of the City, County, Parish or State or should the State or municipal

Authorities refuse at any time during the term of this Lease to grant such permits as may be necessary for the installation of reasonable equipment and the operation of said gasoline station, then in that event, upon thirty (30) days' written notice by the Lessee to the Lessor this lease may be cancelled and surrendered and after the expiration of said thirty (30) days notice rentals thereon shall cease.

The Lessors covenant that at the time of the execution of the Lease, the Lessors are the owners of the demised premises, have full right to lease the same for the term aforesaid, will put Lessee in actual possession of said premises at the beginning of said term. The Lessee shall have the right to assign the lease and/ or sub-let the same or any part thereof, and that the Lessee upon payment of the rent and the performance of its covenants herein contained shall and may peaceably and quietly hold and enjoy the said premises during the term of this Lease or any renewal or extension thereof.

The Lessors agree that in case the premises or any part thereof during said term be destroyed or damaged by fire or any other unavoidable casualty so that the same shall be hereby rendered unfit for use and habitation, then and in such case the rent hereinbefore reserved shall be suspended or abated until the said premises shall have been put in proper condition for use by the Lessors. Should said premises not be promptly repaired and reconstructed by Lessors, the Lessee may upon ten (10) days' written notice cancel this Lease.

It is understood and agreed that the Lessors shall not terminate this Lease for or on account of the failure of the Lessee or its sublessees or assigns, to pay any monthly rental when due or to comply with any other terms of this Lease, without first giving to the Lessee a Written notice of their intention to so terminate or cancel the lease, of not less than thirty (30) days, If during the said thirty (30) day period, the Lessee shall pay such rentals or comply with the terms or conditions of the Lease referred to in said notice, then the right of the Lessors to cancel or terminate this Lease, for the cause mentioned in said notice, shall cease and be of no effect.

The Lessee shall have the right at any time during the term of this Lease, or renewal thereof, to erect and install upon said premises so leased any equipment, fixtures and improvements which it may from time to time deem necessary to the conduct of its business. PROVIDED, that 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, air compressors, signs or other improvements placed by it on said premises, and that said equipment, however installed, shall not in any case be considered as fixtures.

The covenants and agreements herein contained shall be binding and inure to the benefit of the Parties hereto and their heirs, successors and assigns. Executed in triplicate the day and yeat above written.

Witnesses:
Polly Isbell
Gavin Minor
C R Sparks
Max Lefkovits

Lavonia Tinney Gordon
Harry Gordon
Pearle Norris Friedberger
Leo Friedberger

Gulf Refining Company
By L W Harlinger, Vice-President.
(SEAL)

State of Alabama, Shelby County)

Before me Circuit Clerk of Shelby County, Alabama, for said County and State, personally appeared came Lavonia Tinney Gordon, and her husband Harry Gordon, who duly acknowledged the foregoing lease to be their acts and deeds, for the purpose therein stated, and to the end that same may be recorded as such. And the said Harry Gordon, husband of Lavonia Tinney Gordon, being by me examined separate and apart from his said wife did acknowledge and declare that he executed said agreement without coercion or compulsion by his wife, and as his own free act and deed including release and waiver of dower, right of homestead and option for conveyance. Witness my hand and notarial seal this 10 day of June, 1936.

C T Weldon, Clerk Circuit Court, Shelby County, Ala.

State of Alabama, Shelby County)

Before me, Clerk Circuit Court of Shelby County, Alabama, personally came Pearl Norris Friedberger, and her husband Leo Friedberger, who duly acknowledged the foregoing lease to be their acts and deeds, for the purpose therein stated, and to the end that same may be recorded as such. And the said Leo Friedberger, husband of Pearl Norris Friedberger, being by me examined separate and apart from his said wife, did acknowledge and declare that he executed said agreement without coercion or compulsion by his wife, and as his own free act and deed, including release and waiver of dower, right of homestead and option for conveyance. Witness my hand and notarial seal 10 day of June, 1936

C T Weldon, Clerk Circuit Court, Shelby County Ala.

State of Pennsylvania, County of Allegheny)

Before me a Notary Public in and for said County, and State personally came L W Harbinger, Vice President of the Gulf Refining Company, who acknowledged the foregoing act to be his act and deed, and the act and deed of said corporation for the purpose therein stated, and to that end that the same may be recorded as such. Witness my hand and official seal, this 29 day of June, 1936

R W Hoffman, Notary Public (SEAL)

Filed for record in this office August 7 1936 at 11 AM and recorded in deed record 101, page 193 and examined. L. C. Walker, Judge of Probate.

I hereby certify that
\$2.00
has been paid on the above
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE