The State of Alabama Shelby County

LEASE AND AGREEMENT

made and entered into on this the 12 day of September, 1939 by and between T.S.Baker of Shelby County, Alabama, hereinafter called Lessor, and The Pure Oil Company, a corporation (Wofford Division) with its principal place of business in the City of Birmingham Alabama, hereinafter called Lessor

WITNESSETH

Lessor does hereby rent and lease to Lessee the following described premises in Shelby County alabama, to-wit:

irregular lot on west side of U.S.Highway #31 near Shady Grove, Shelby County, Alabama, more particularly described as follows: Beginning at a point where the south line of the northwest quarter of the southwest quarter of Section 24 Township 20, Range 3 West intersects the west right-of-way line of W.S.Highway #31, thence north two degrees east along the west line of U.S.Highway #31 1.61 chains from this point of beginning, thence west 1.59 chains to the east right-of-way line of the old Birmingham Highway, thence south ten degrees east along the east line of the Old Birmingham highway 5.04 chains, thence west 2.27 chains to the west right-of-way line of U.S. Highway #31, thence in a northwestwardly direction on a curve to the right 5.20 chains to the point of beginning, all of the above described property being sixuate inthe northwest quarter of the southwest quarter of Section 24, Township 20, Range 3 West and the southwest quarter of the southwest quarter of section 24 Township 20, Range 3 west, Shelby County Alabama.

together with the automobile service station and the other improvements now located on said premises and to be hereafter placed on said premises. For use as an automobile service and filling station and other business purposes, for and during a period of five (5) eyears

beginning on the 29th day of October, 1939 and ending on the 28th day of October, 1944.

Lessor does hereby give and grant to Lessee the right and option to renew this lease for an additional period of five (5) years from October 28, 1944 to and including October 28 1949, by giving to Lessor notice of its desire and intention to renew this lease for said additional period of five years, the said notice to be given by mailing to Lessor, postage prepaid, at his residence or place of business in Shelby County Alabama a Letter inwhich Lessor is advised of the Lessee's desire and intention to renew said lease for said additional period. The mailing of said notice shall be conclusive evidence of Lessee's intention to renew said lease and uponthe mailing of same this lease shall be automoVertically renewed.

In consideration Whereof Lessee agrees to pay Lessor, on or before the 10th day of each month during the term of this lease, in advance, as rent for said premises herein leases, the sum of \$12.50 per month, and Lessee further agrees that in the event it exercises its option to renew said Lease for an additional period of five years, to pay as rent for said premises the said sum of \$12.50 per month, in advance, on or before the 10th day of each month throughout the said renewal period of said lease.

As a further consideration for the renting and leasing of said premises, the Lessee agrees to make certain repairs and improvements on said premises, at its own expense, under the direction of Lessee's engineers as soon after the beginning of this lease as practicable, to-wit:

2nd. Erect Two (2) rest rooms on the north end of the building and connect same with septic tank.

1st. To raise the present building and porch approximately eighteen inches, extending underpinning and bracing.

3rd. Erect 8 x 7.8 addition to accessories storage on south side of building, at front. 4th. Move pumps to the front of the building and erect concrete pump stand.

5th. Fill in drive way to conform to new elevation.

6th. Paint new improvements and present front of building.

7th. Remodel present front of building and make other repairs to comform to the sketch hereto attached and made a part of this lease.

The above work is to cost not less than Seven Hundred dollars (\$700.00) or more than Eight hundred fifty dollars (\$850.00). Should the cost of the improvements herein provided to be made by the Lessee at its cost be less than eight hundred dollars (\$800.00), then Lessee agrees to forthwith pay to Lessor, in cash, the difference between the cost of repairs and eight hundred dollars.

Lessee agrees to furnish Lessor, upon completion of the building, an itemized statement of the cost of said repairs.

Lessor warrants that premises leased are in good condition, fit and suitable for use and purpose for which they are hereby let and that Lessor shall be required to make any necessary repairs on said premises or about the same, during said term, and the Lessor agrees to keep the roof on all buildings located on said premises in good repair.

The ressee agrees to take good care of said premises and not to permit any waste, and to comply with the laws of the rate and City in which said premises are located in regard to nuisance as might specifically apply to the operation of said service station and to hold the said ressor harmless against any loss or damage which the ressor may suffer on account of operation and use of said premises by the ressee in violation of law.

The Lessee agrees that in the event it subleases said premises or any part thereof, or transfers this lease and agreement, it shall remain liable thereon and shall be obligated in the performance of all the terms and provisions thereof as if said lease had not been transferred or said premises or any part thereof subleased.

In the event the Lessee shall fail to comply with the terms and provisions hereof, and fail to pay the rental as and when due and it becomes necessary for the Lessor to place same in the hands of an attorney for collection, then and in that event the Lessee herein agrees to pay all costs of collection including attorney's fee.

In Testimony Whereof the parties hereto have hereunto set their hands and seals on this

12th day of September, 1939.

T. S. Baker (SELL) (Lessor)

The Fure Vil Company (SHAL)

(Wofford Vil Division)

(SEAL) Dr D L Leland

(Lessee) Gen.Mgr

Filed for record inthis office November

Witness: Geo 4 McBride

Witness: W D L, ndsay

25th 1979 at 2;30 PM and recorded in deed record 107, page 237 and examined L C Walker, Judge of Probate

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JUDGE OF .