

LEASE AND CONTRACT

STATE OF ALABAMA |

SHELBY COUNTY |

THIS LEASE AND CONTRACT, made and entered into this 24th day of April, 1940, by and between T. M. Taylor of Clanton, Alabama, hereinafter called Lessor, and the Wofford Oil Division of The Pure Oil Company, a corporation, with its principal place of business in the City of Birmingham, Alabama, hereinafter called Lessee,

Witnesseth:

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

Service Station located in Calera, Shelby County, Alabama, commonly known at present as the Dodge Service Station, located on the following described property:

Beginning on west side of Montgomery Avenue (Montgomery-Birmingham Highway #31), at S. E. corner of School property thence 50 feet south on Montgomery Avenue to N. E. corner of S. M. Tomlin property thence 150 feet west thence 50 feet north thence 150 feet east to point of beginning, said property being lot 601 on Daws map of Calera, Shelby County, Alabama,

for use as an automobile service and filling station and other purposes usually and ordinarily incidental thereto, for and during the term of five years from the 15th day of May, 1940, to the 14th day of May, 1945.

In consideration whereof the Lessee agrees to pay to the Lessor, and beginning on May 15th, 1940, \$20.00 on the 1st day of each month for the next 59 months, and on May 1st, 1945, \$10.00

This lease and contract is made upon the following terms and conditions, namely:

The lessor shall be required to make any necessary repairs of any kind to buildings and premises inside or outside including the cement driveways during the term of this lease and contract.

The Lessee agrees to take good care of said premises and not to permit any waste, and to comply with the laws of the State 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 Lessor harmless against any loss or damage which the Lessor may suffer on account of operation and use of said premises by the Lessee 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 the 24th day of April, 1940.

Witness: A. A. Bazzel

T. M. Taylor, Lessor

Seal

Witness: J. P. Kendrick

WOFFORD OIL DIVISION OF THE PURE OIL CO.

By D. L. Gilland, Lessee
Gen. Manager

Seal

Addenda

Lessee may install any tanks, pumps and other equipment on said premises necessary for the business of selling petroleum products, automobile tires and automobile accessories, but such equipment, whether above or below the ground, shall remain the property of the lessee and it shall have the right and option to remove same at any time during the term of this lease or within thirty (30) days after the termination or expiration of this lease.

Lessee shall have the right, at its own expense, to make certain improvements and changes in the front of the building hereby leased, which it considers necessary.

Witness: A. A. Bazzell STATE OF ALABAMA
SHELBY COUNTY

T. M. Taylor, Lessor Seal

Witness: _____ I hereby certify that
\$ 1.50 privilege tax
has been paid on the within

WOFFORD OIL DIVISION OF THE PURE OIL CO.

by D. L. Gilland, gen. mgr. Seal

Filed in this office May 27, 1940 at 10 am and recorded in Deed Record 108 at page 395 and examined.
law. J. WALKER

L. C. WALKER,
JUDGE OF PROBATE

L. C. Walker, Judge of Probate

[illegible]