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D-282-IFP(REVISED)

LEASE

THIS LEASE made this 18th day of September, 1941 by and between R. C. Williams of Clanton, (Street Address) Clanton, (City or Town), Alabama (State), hereinafter called "Lessor" and SHELL OIL COMPANY, Incorporated, a Virginia corporation with Division Offices at 400 William Oliver Building, Atlanta, County of Fulton, State of Georgia, lessee, hereinafter called "Shell".

WITNESSETH THAT:-

First. Lessor hereby demises and lets to Shell for a term of ten years beginning upon the date of the completion of certain improvements as hereinafter provided, the parcel of land situated on U. S. Highway 31, Alabaster, County of Shelby, State of Alabama more particularly bounded and described as follows:

A certain tract or parcel of land in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35, Township 20 Range 3 West, more particularly described as follows: Commence at the intersection of the south line of the above named forty with the eastern margin of the right of way of the L & N Railroad, north bound track, thence in a northerly direction along the eastern margin of said right of way, 59 feet, for a point of beginning of the lot herein conveyed; and from said point of beginning, run in a northerly direction along the eastern margin of said railroad right of way 150 feet, thence east 69 and $\frac{2}{3}$ yards, more or less, to the western margin of the right of way of the Birmingham-Montgomery highway, thence in a southerly direction along the western margin of said highway 150 feet, thence west 69 and $\frac{2}{3}$ yards, more or less, to the point of beginning.

Together with the appurtenances thereto, all the improvements and all gasoline filling and automobile service station equipment and apparatus located on said premises at any time during the original or any extended term hereof, including specifically the equipment and apparatus listed below, but excluding any equipment or other property belonging to Shell.

Combination store, service station and living quarters of frame construction.

Second, Shell shall pay rent for the leased premises during the term hereof at the rate of Twenty-eight and 97/100-----Dollars (\$28.97) per month, in arrears on or before the last day of each month.

Fourth. Lessor shall, within twenty days after written notice from Shell, submit to Shell evidence of Lessor's title to said premises, prepared, at Lessor's expense, for examination by Shell's attorneys. If Lessor fails to submit such evidence of title within such time, Shell may, at its option, terminate this lease by giving Lessor at least five days notice of such termination, or Shell may obtain such evidence of title and charge the cost thereof to Lessor. Shell shall, within twenty days after receiving such evidence of title, notify Lessor whether or not such title is satisfactory to Shell's attorneys. If, after examination of such evidence of title, Lessor's title to said premises is not satisfactory to Shell's attorneys, Shell may then, at its option, terminate this lease by written notice to Lessor, and thereupon all obligations of the parties

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hereto under this lease shall cease. Failure of Shell to exercise this latter option shall not constitute a waiver of its rights under Article Tenth hereof. If title is satisfactory to Shell, Lessor agrees, at Lessor's expense, (a) to obtain, as promptly as possible after receipt of Shell's notice that title is satisfactory, from the proper public authorities, all such licenses and permits as may be necessary and appropriate to authorize the construction upon the leased premises and the operation thereon to the best advantage of the gasoline filling and automobile service station and other improvements and equipment hereinafter referred to, (b) to remove existing structures, if any (c) to complete, within ninety days after receipt of the notice last mentioned or after the granting of such licenses and permits, whichever event shall last occur, the construction upon the leased premises of a gasoline filling and automobile service station and other improvements, at a cost of not less than (Station now completed) in accordance with plans and specifications furnished Lessor by Shell, and (d) to furnish and install the equipment listed in Article First hereof. Said construction and installation shall be completed in a good and workmanlike manner satisfactory to Shell and to all public authorities whose approval is required, and Lessor shall obtain and deliver to Shell written evidences of such approval. If Lessor shall fail so to obtain said licenses and permits and written approval, Shell may itself obtain the same in the name of Lessor or in its own name and all payments by Shell of fees and other proper charges imposed therefor shall be charged to Lessor. If such licenses and permits shall not have been obtained by either party within sixty days from the date of Shell's notice that title is satisfactory, then Shell may terminate this lease at any time thereafter by giving Lessor written notice of termination. In the event said construction or said installation shall not be so completed or said written approval should not be so delivered, within a period of one hundred and ten days from the date of Shell's notice that title is satisfactory, then Shell may terminate this lease at any time thereafter by giving Lessor written notice of termination or may complete said construction and installation of said equipment and charge to Lessor any sums expended therefor.

Fifth. At any time after the date hereof, Shell may erect and install upon the leased premises such additional buildings, improvements, equipment and apparatus and make such alterations and changes therein and in or upon the leased premises as it deems desirable in the conduct of its business. It may paint in colors of its own selection any and all buildings, improvements, equipment and apparatus now or hereafter upon the leased premises.

Sixth. Lessor shall pay all taxes, assessments and other governmental or municipal charges levied or assessed upon the leased premises and the improvements thereon, except occupational or equipment license fees and water or electricity charges incurred by Shell's occupancy hereunder. If, as the same become due and payable, Lessor shall fail to pay such taxes, assessments or charges or any mortgage or other lien indebtedness and interest thereon which may be an encumbrance on the leased premises, Shell may pay the same, or such portion thereof as it elects to pay, and charge the amount of such payment to Lessor, in which event Shell shall be subrogated to the rights of the lien holder. In the event of any payment under this article by Shell, or the existence of any indebtedness due and owing by Lessor to Shell, in addition to its remedies at law, Shell may withhold all rentals accruing hereunder and apply the same in liquidation of the amount so charged to Lessor or such indebtedness until the same shall have been wholly liquidated, together with interest thereon at the rate of six per cent per annum. If such amount or indebtedness with interest thereon shall not be fully liquidated as above provided during the term of this lease, or any extension thereof pursuant to Article Third if so extended, Shell may extend this lease for such period as shall be required so to liquidate any balance of said amount so charged or such indebtedness with interest thereon upon the same terms and conditions as herein provided, except that the rent during such extended period shall be a gallonage rental of one cent for each gallon of gasoline sold upon the leased premises, said gallonage rental to be paid in monthly installments on or before the fifteenth day of each calendar month, and each installment to be computed upon the number of gallons of gasoline so sold during the next preceding calendar month as shown by Shell's books. The exercise of Shell's right to extend this lease pursuant to this Article shall not constitute a waiver of its right and option under Article Third to extend the term hereof for the additional

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period or periods therein specified, which rights and options may be exercised either before or after an extension pursuant to this Article Sixth.

SEVENTH. No rent shall accrue or be payable under this lease if and while there shall not be in force for any cause not the fault of Shell such licenses or permits as shall be necessary to enable the conduct to full advantage upon the leased premises of the business of operating a gasoline filling and automobile service station. If, without fault of Shell, such licenses or permits shall be revoked, or if, for any other reason not the fault of Shell, it shall be illegal to conduct said business upon the leased premises, then Shell, at its option, may terminate this lease at any time by giving five days written notice to Lessor.

EIGHTH. Lessor shall maintain in good condition and repair during the original or any extended term hereof the leased premises and the improvements, including, but not restricted to, the buildings, plumbing, sewer and water systems, heating apparatus, electric light and power systems, fences, driveways and yard paving (except equipment used in servicing motor vehicles), and Lessor shall rebuild promptly any structures on the leased premises damaged or destroyed in any manner. In the event of Lessor's failure to maintain or rebuild as herein required, Shell, at its option, may either terminate this lease on thirty days written notice to Lessor or may itself make such repairs or rebuild such structures and charge to Lessor all sums expended therefor and withhold rentals accruing hereunder and apply the same in liquidation of such sums in the manner hereinabove provided. If Shell shall so terminate this lease, all rentals shall abate from the date of such damage or destruction. If the leased premises or improvements and structures thereon shall be rendered unfit for occupancy in whole or in part by reason of any such damage or destruction, or if, for any cause not the fault of Shell including but not restricted to repairing or rebuilding hereunder, the possession or beneficial use of such premises, improvements and structures shall be interfered with, the rent hereinabove reserved or a just and proportionate part thereof, according to the nature and extent of the injury or interference sustained, shall abate until such premises, improvements and structures shall have been restored by Lessor to their former condition or such interference shall have ceased.

Tenth. Lessor covenants that Lessor is well seized of the leased premises and that Lessor has good right to lease the same and Lessor warrants and agrees to defend the title thereto and to reimburse Shell for and hold Shell harmless from any damages and expenses which Shell may suffer by reason of any restriction, encumbrance or defect in the title to or description herein made of the leased premises. In the event of any adverse claim of title, or if the right of Lessor to receive the rent due hereunder be disputed, or if there be a change of ownership of Lessor's estate by acts of the parties or operation of law, Shell shall be entitled to withhold rents thereafter accruing until Shell shall have been furnished with proof satisfactory to it as to the party entitled to receive the same.

ELEVENTH. Except as hereinafter provided, any notice hereunder from either party to the other shall be given only by registered letter, postage prepaid, or telegram addressed, if to Shell, at 400 William-Oliver Building, Atlanta, Georgia, and, if to Lessor, at such party's above mentioned address, or at such other address as shall have been substituted therefor by written notice. The deposit in the mail of any letter so registered and so addressed, or the filing with the telegraph company of any telegram so addressed, shall be considered as notice to the addressee of the contents thereof. This lease may be terminated for nonpayment of rent only if any installment of rent shall be due and unpaid for twenty days after notice of such default has been delivered to Shell's Real Estate and Development Department at the address in this Article mentioned, in which event Lessor shall then have the right to terminate this lease on thirty days written notice to Shell.

Twelfth. Neither party hereto shall be required to give any notice whatsoever to the other of its intention to vacate or re-enter the leased premises at the expiration of this lease and should Shell hold over, or be permitted by Lessor to hold over, such holding over shall be solely upon the basis of a tenancy from month to month at the rental hereinabove reserved.

Fourteenth. Shell, at any time after the date hereof and within ninety days after the termination of the term hereof or any extension thereof, may enter upon and remove from the leased premises any buildings,

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underground tanks or other property owned, built or placed thereon by Shell during the term of this lease, or any previous lease, or any extension thereof, or any tenancy from month to month.

Fifteenth. Shell may at any time assign this lease or sublet all or any part of the leased premises but shall not be relieved thereby of its obligations hereunder.

Sixteenth. At the termination of this lease, or of any extension thereof, or of any tenancy from month to month, and subject to the privilege of entry during ninety days thereafter for the purpose of removal of its property hereinabove granted, Shell shall surrender the leased premises to Lessor in as good condition as they are now in or shall hereafter be put in by Lessor, excepting ordinary wear and tear, and destruction or damage by fire, the elements, other casualty, civil commotion and mob violence, and as they may have been changed, altered, added to or painted by Shell as hereinabove authorized.

SEVENTEENTH. Immediately upon receipt of Shell's notice that title is satisfactory, or upon the granting of licenses and permits provided for in Article Fourth, whichever event is later, Lessor shall procure from a company satisfactory to Shell and at all times keep in force and effect insurance, in an amount equal to the full insurable value of all structures and equipment leased hereunder, against loss by fire, inherent explosion and windstorm in the name of Lessor and of Shell, with loss, if any, payable to Shell, and shall deposit all such policies with Shell. In default thereof, Shell may cause such insurance to be effected and charge to Lessor the cost thereof. Any proceeds of such insurance received by Shell shall be paid over by Shell to Lessor in reasonable installments as rebuilding or repairing progresses; provided, however, that before paying over any of such proceeds, Shell may require proof satisfactory to it that all bills incurred for labor and materials on such rebuilding or repairing are fully paid, including, among other things, appropriate affidavits. In addition to any other remedies available to Shell, if Lessor does not promptly so rebuild or repair, Shell may do so, and the cost, to the extent that Shell shall not have reimbursed itself therefor from the proceeds of such insurance, shall be charged to Lessor. If any of said proceeds shall be in Shell's possession at the termination of this lease without having been so applied, said proceeds may be applied to the then unpaid balance of any promissory note, less unearned interest thereon, made by Lessor, the payment of which is secured by an assignment of the whole or any portion of the rent accruing hereunder, and the remainder, if any, shall be paid to Lessor.

Eighteenth. Immediately after Shell gives Lessor notice that title to the leased premises is satisfactory to Shell's attorneys or after the granting of the licenses and permits referred to in Article Fourth hereof, whichever event shall last occur, Shell shall arrange with a bank or trust company of its own selection for making of a loan to Lessor, bearing interest at the rate of three percent per annum, in the principal amount of three thousand and no/100 Dollars (\$3,000.00), and Lessor shall execute and deliver to Shell an undated promissory note, an undated letter directing such bank or trust company to pay to Shell the proceeds of the loan, an assignment which is part of this lease to such bank or trust company of the rentals accruing hereunder and two copies of a financing agreement, each of which shall be in the form now agreed upon and initialed for identification by Lessor and Shell. Lessor hereby irrevocably authorized and directs Shell to insert in such instruments, where appropriate, prior to their execution by Lessor, the name and address of said bank or trust company, the principal amount of said loan, and the amount of each monthly installment required to pay said amount plus interest over period of ten years. Upon the execution and delivery of said instruments by Lessor, Shell shall execute two copies of said financing agreement and deliver one copy thereof to Lessor. If Lessor shall not have so executed and delivered said instruments to Shell within twenty days after the giving of said notice or the granting of said licenses and permits, whichever event shall last occur, Shell's obligation to cause said loan to be made shall cease, and Shell, in addition to its remedies at law or in equity, at its option, may terminate this lease by giving Lessor written notice of termination or may complete said construction and installation of said equipment and charge to Lessor any sums expended therefor.

Nineteenth. Any costs incurred or sums expended by Shell pursuant to any provision of this instrument,

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which are chargeable to Lessor, shall be deemed an indebtedness of Lessor to Shell payable on demand, and subject to the provisions of Article Sixth hereof. "Evidence of Lessor's title" whenever used in this instrument means a complete abstract of title by a competent and reliable abstractor, whichever of the following Shell shall specify: a title certificate or title insurance, by a company of financial standing satisfactory to Shell, or the opinion of an attorney, acceptable to Shell, based on his search of the title to the leased premises.

Twentieth. This lease shall be binding upon Shell only when signed on Shell's behalf at Shell's place of business first above mentioned, by its Division Manager or other person duly authorized by Shell's Board of Directors. This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Twenty-first, Nora S. Williams, spouse of Lessor, joins in this lease for the purpose of releasing, and does hereby release all dower, curtesy, homestead and other interests in said leased premises insofar as said rights and interests may affect this lease, including Shell's rights under Article Thirteenth hereof.

IN WITNESS WHEREOF, the parties hereto have executed this lease in triplicate the day and year first above written.

Signed, sealed and delivered by Lessor in the presence of:

C. C. Esquire

Nora S. Williams (Seal)

R. C. Williams (Seal)

F. G. Hemingham

Executed for Shell in the presence of:

J. A. Beness

SHELL OIL COMPANY, Incorporated

W. J. Beness

By W. H. Earod
Division Manager

ASSIGNMENT OF RENTALS

The undersigned, referred to as "Lessor" in the foregoing lease, in consideration of the payment to be made to the undersigned upon final delivery on behalf of the undersigned of a certain promissory note in the face amount of three thousand and no/100----Dollars(\$3,000.00), said amount representing a loan to the undersigned which bears interest on the unpaid balance at the rate of three per cent per annum over the period of the note, hereby grants, assigns, transfers and sets over to the Citizens and Southern National Bank its successors and assigns, having a place of business at Atlanta, Georgia.

hereinafter called the "Bank", out of the installments of rental due and to become due under the said lease the sum of Twenty-eight and 97/100----Dollars (\$ 28.97) per month until the entire amount of the said note, together with interest if any which may accrue after maturity, has been paid, and the undersigned irrevocably authorized and directs Shell to pay the rentals hereby assigned to the Bank at its said place of business, and the Bank to collect said rentals and apply the same upon that certain indebtedness owing from the undersigned to the Bank as evidenced by the said promissory note.

Nothing herein contained nor any action taken hereunder is intended or shall be construed to characterize the premises as being in the possession or under the control of the Bank in any manner whatsoever.

Signed, Sealed and Delivered this 18th day of
September, 1941, in the Presence of

Nora S. Williams

R. C. Williams (Seal)
Lessor

F. G. Hemingham

C. C. Esquire

State of Alabama }

Jefferson County }

I, J. R. Harrell, a Notary Public in and for said county, in said State, hereby certify that R. C. Williams and Nora S. Williams, whose names are signed to the foregoing lease to Shell Oil Company, Incorporated, and who are known to me acknowledge before me this day, that being informed of the contents of the above lease to Shell Oil Company, Incorporated, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 20 day of Sept., 1941.

J. R. Harrell

Notary Public

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Filed for record in this office on the 19th day of November, 1941, and duly recorded on the 27th day of November, 1941, in Deed Record No. 112, on Page 476.

L. C. Walker, Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 3.00 Privilege Tax
has been paid on the within
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE