

AGREEMENT

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AGREEMENT made this 25th day of September, 1941, by and between Shell Oil Company, Incorporated a Virginia Corporation, hereinafter called "SHELL" and R. C. Williams hereinafter called Party of the second part.

WHEREAS SHELL by instrument dated Sept. 18, 1941, and recorded in Book 112, page 486, of the records of Shelby County, Ala. has leased from Party of the second part the following described property in the City of Alabaster, County of Shelby, State of Alabama, to-wit:

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 the way of the L. & N. Railroad, north bound tract 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, 150 feet, thence west 69 $\frac{2}{3}$ yards. /Thence in a southerly direction along the western margin of said highway

WHEREAS SHELL by entering into said lease has induced the Citizens & Southern National Bank of Atlanta, to make a loan to party of the 2nd Part in the amount of Three Thousand and no/100 Dollars (\$3,000.00), payable in 120 monthly instalments of Twenty-eight and 97/100 Dollars, (\$28.97) as evidenced by a certain promissory note dated from party of second part to Citizens & Southern Natl Bank.

AND WHEREAS, the aforesaid note has been secured by an assignment by party of 2nd part to Citizens & Southern Natl Bank of the rentals to accrue under the terms of the aforementioned lease.

AND WHEREAS, party of second part has subleased the above described premises from SHELL, a copy of which sublease is attached hereto marked Exhibit "A".

NOW THEREFORE, it is agreed that if Party of second part shall be in default under any of the terms and conditions of the sublease attached hereto and marked Exhibit "A" including but limited to the payment of rent and if such default continued for a period of Thirty days after receipt of notice of such default from SHELL, then SHELL shall have the right to take possession of the premises described herein and shall succeed to all right, title and interest of party of Second party in and to said premises and party of 2nd part agrees to execute in favor of SHELL the property recordable instrument besting all of party of second part right, title and interest in and to said preoperty to SHELL.

THIS AGREEMENT shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 26th day of September, 1941.

WITNESS

W. J. Bettess
Geo. H. Smith
C. C. Lu Quire

SHELL OIL COMPANY? INCORPORATED
BY J. L. Wadlow
DIVISION MANAGER "SHELL"

R. C. Williams

EXHIBIT " A "

SHELL OIL COMPANY INCORPORATED LEASE OR SUBLEASE

THIS LEASE, dated September 25th, 1941 between the SHELL OIL COMPANY Incorporated, "Lessor", and R. C. Williams of the city of Clanton, County of Chilton State of Alabama.

WITNESSETH: THAT

1. Lessor does hereby lease to Lessee the following described premises located in the City of Alabaster County of Shelby, State of Alabama.

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 the 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 hwy 150 ft, thence west 69 $\frac{2}{3}$ yards.

together with all land improvements, building and equipment now located thereon, including, among others, the land improvements, buildings and equipment listed in the inventory marked Exhibit "A" hereto attached.

2. TO HAVE AND TO HOLD for a primary term of beginning on the ____ day of ____, 1941 and for successive thereafter; provided, either party may terminate this lease at the end of said primary term, or the end of any subsequent 1 year period, by giving to the other at least thirty (30) days prior written notice.

3. Lessee agrees to pay to Lessor, as rent for said premises the sum of Twenty*eight and 97/100 Dollars, (\$28.97) per month, payable in advance on the first day of each.

4. Lessee agrees to deposit with Lessor upon the execution of this lease the sum of None Dollars and Lessor may, from time to time, apply all or any part of said deposit to any indebtedness of Lessee to Lessor arising hereunder. Any unapplied portion of said deposit shall be returned to Lessee at the termination of this lease or any extension or renewal thereof.

5. If lessor is the owner of the premises herein leased, or the buildings and improvements situate thereon, and desires to sell the same, or any part thereof, while this lease is in force, it shall notify Lessee, in writing, of the terms of any bona fide offer received from a third party or parties and shall offer to sell the same to the Lessee upon the same terms. Lessee shall have ten (10) days after receipt of said notice last mentioned in which to notify Lessor, in writing, whether Lessee elects to accept, or reject said offer. Should elect to purchase said premises, or the buildings and improvements situate thereon, then, simultaneously with Lessee's notification to Lessor thereof, Lessee shall tender to Lessor, the purchaser price therefor, or so much thereof, as is required to be paid at such time under the offer made by Lessor to Lessee, and thereafter such sale shall be consummated by the parties hereto without undue delay. Failure of the Lessee to notify Lessor of its election within the time and in the manner above mentioned shall be construed as an election by Lessee to reject such offer. Should Lessee elect not to purchase said premises, or the buildings and improvements situate thereon. Lessor may thereupon sell the same to such third party or parties, and upon consummation of such sale, both Lessor and such purchaser, or either of them, shall have the right to terminate this lease by giving Lessee at least ninety (90) days' written notice of such sale and the election so to terminate the lease; provided, however, that the right of termination herein last granted shall not be exercised or become effective during the first year of this lease.

If Lessor is not the owner of the premises herein demised, then this lease and the estate hereby created are subject to all the terms and conditions of the lease or other arrangement under which Lessor is entitled to possession of said premises, and if for any reason whatsoever Lessor's tenancy is cancelled, terminated or surrendered, then this lease shall automatically terminate and end without further act of either of the parties hereto and without any liability on the part of Lessor.

6. Lessee has examined the condition of said premises and the land improvements, buildings and equipment thereon (except storage tanks, pumps, gasoline pipe lines and pipe connection) and acknowledges that Lessee has received same in good order and that no representation as to the condition or repair thereof has been made by Lessor, Lessee shall immediately examine the storage tanks, pumps, gasoline pipe lines and pipe connections, and, if any necessity for repair thereof shall exist, Lessee shall notify Lessor within five (5) days from the date of this lease. Should Lessee fail to give notice within the time and in the manner above indicated, it shall be conclusively presumed that the same are in good order and condition, and thereafter all repairs thereto shall be made by Lessee at Lessee's cost and expense. Should Lessee notify Lessor of the necessity of repair to the storage tanks, pumps, gasoline pipe lines or pipe connections, Lessor shall commence the repair thereof as soon thereafter as possible, but in no event less than five (5) days after receipt of the above mentioned notice and continue the same to completion at Lessor's expense which shall constitute Lessor's sole responsibility to Lessee hereunder.

7. Lessee shall pay all charges connection with the operation of said premises, including all license, permit and inspection fees, occupation and license taxes, and all water, gas, telephone, electric light and power charges assessed or charged on or against said premises, or Lessee's use or occupancy thereof, or the business conducted thereon; and in the event of Lessee's failure or refusal so to do, Lessor may pay same and the amount paid shall become an indebtedness to Lessor bearing interest at the rate of six per cent (6%) per annum. Immediately upon this lease becoming effective, Lessee shall have all meters and accounts for light, heat, water, telephone and other utilities transferred to Lessee's name.

8. Lessee shall not commit, or suffer to commit, waste upon said premises nor make structural alteration in or additions to the land improvements, buildings, or equipment thereon without the written consent of Lessor. Lessee shall keep said premises, land improvements, buildings, and storage tanks, pipe lines, pipe connections, valves, electric motors, pumps, static connections, fire extinguisher, fences, air compressors, air connections, lifts, and, without limitation by the foregoing, all other equipment and tools in and upon the premises, together with ceiling made necessary because of faulty construction thereof, Lessee shall keep said premises land improvements, buildings, equipment above described, adjoining areas, alleys, and sidewalks in

a clean, safe and healthful condition and shall comply with all Federal, state and local laws, regulations and ordinances with regard to the use or condition of the demised premises. During the term of this lease, Lessee shall immediately replace or repair any land improvement buildings and equipment above mentioned which are destroyed, damaged, or missing from the premises, unless such destruction, damage, or loss is due to fire or the elements, or because of repairs made by Lessor under its obligation above recited. At the termination of this lease Lessee shall surrender the leased premises, land improvements, buildings, and equipment to Lessor in substantially as good a condition as when received, damage by fire or the elements or because of repairs, made by Lessor under its obligation above recited, excepted, and subject to such ordinary wear and tear to the land improvements and buildings as is not inconsistent with the maintenance of the same in good order and repair as aforesaid.

If Lessee does not make the repairs and replacements for which Lessee is liable hereunder, Lessor may make such repairs and replacements and Lessee shall pay Lessor the cost thereof secured by Lessor; provided that if neither Lessee nor Lessor shall make any such replacement, then Lessee shall pay Lessor for the destroyed or missing property, the agreed value thereof as set out in Exhibit "A", or if not therein specified, then the reasonable value thereof; provided further, that if neither Lessee nor Lessor shall make any such repairs, then Lessee shall pay Lessor the reasonable cost of making such repairs. Any indebtedness of Lessee to Lessor arising hereunder shall bear interest at the rate of six per cent (6%) per annum until paid. In event the premises are rendered unfit for tenancy by fire or the elements Lessor may, at its option, repair or replace the property destroyed, but if Lessor does not so repair or replace said property, then this lease shall terminate and Lessor shall be relieved from any further liability hereunder.

It is stipulated that on the obligation of Lessee, in maintaining the land improvements, buildings, and equipment upon the demised premises in good order and repair, as above required, shall be the complete repainting of the same on or before Dec. 1st, 1943 and at intervals of not to exceed Two years thereafter. Lessor agrees that if any such repainting shall be completed in full accordance with its standard specifications as to design, quality, and application, it will reimburse Lessee for one-half ($\frac{1}{2}$) of the sums expended by Lessee in procuring paint materials for said repainting; provided, however, that nothing in this lease shall be construed as conferring on Lessee the right to use Lessor's trademark, trade names, advertising signs, and devices or color scheme of red and yellow, except in connection with the sale of petroleum products being marketed by Lessor.

None of the provisions of this lease shall be construed as reserving to Lessor any right to exercise any control over the business and operations shall be conducted, it being understood and agreed that so long as Lessee shall use said premises or direct in any respect the manner in which any such business and operations shall be conducted it being understood and agreed that so long as Lessee shall use said premises as herein provided, the entire control and direction of such activities shall be and remain with Lessee.

It is understood and agreed that neither Lessee nor any persons performing any duties or engaging in any work at the request of Lessee upon the lease premises shall be deemed to be employees or agents of Lessor.

9. Lessor, Lessor's agent or representative may, from time to time, enter upon said premises for the purpose of inspecting the same and for the purpose of making any repairs or replacements that Lessor is required or permitted to make under this lease.

10. Lessor shall make all returns for, and shall promptly pay before delinquency, all personal property taxes upon the demised premises, covering the equipment and personal property herein leased, but shall be entitled to be reimbursed by Lessee, upon demand, for all sums so expended with interest at the rate of six (6%) per cent per annum. Lessee shall make all returns for, and shall promptly pay before delinquency, all personal property taxes upon all equipment and personal property (including merchandise owned by Lessee and situated upon said premises).

11. Lessee, for himself his heirs, executors, administrators and assigns, hereby releases, relinquishes, discharges and agrees to indemnify, protect and save harmless Lessor its successors and assigns, of and from any and all claims, demands and liability for any loss, damage, injury or other casualty to property (whether it be that of either of the parties hereto or of third persons) and persons (whether they may be third persons, Lessee or employees of either of the parties hereto) caused by, growing out of, or happening in connection with Lessee's use and occupancy of said premises, or the buildings, equipment of land improvements located thereon. Lessee shall secure and maintain in force during the term hereof public liability insurance with \$5,000/\$10,000 limits in an approved company covering Lessee's direct and contingent liability, for injuries to persons occurring upon or in connection with the leased premises and shall furnish Lessor a certificate in satisfactory form evidencing that such insurance is in force.

12. Lessee shall not assign, mortgage, encumber or transfer this lease, or sublet the said premises, land improvements, buildings or equipment, or any part thereof without the written consent of Lessor, nor shall Lessee suffer any lien or encumbrance to be placed upon the leasehold interest hereby created or any part thereof.

13. If Lessee shall fail to pay any installment of rent when due, or to keep and perform any of the terms or provisions of this lease, or if Lessee shall file a voluntary petition in bankruptcy, or be adjudicated bankrupt, or make any assignment for the benefit of creditors, or if the interest of Lessee under this lease shall be levied upon or sold upon execution; or shall be operation of law become vested in another person, firm or corporation, or if a receiver or trustee shall be appointed for Lessee's property on the premises hereby demised, or of said premises, or any part thereof, shall be taken in appropriation proceedings, or by any right of eminent domain, then and in any such event Lessor, at any time thereafter, shall have the right to terminate this lease by notice to Lessee of its election so to do. Upon the giving of said notice to Lessee, in the manner hereinafter provided, the leasehold estate herein created, and all Lessee's rights, privileges, and benefits hereunder shall immediately cease and determine, and Lessor shall thereupon have the right to enter upon the premises and take possession of the same, together with all land improvements, buildings and equipment situated thereon, but such re-entry shall be without prejudice to any right of action or remedy of Lessor against Lessee with respect to any breach of the provisions of this lease by Lessee. The waiver of any breach of any covenant, condition or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation now shall the failure of Lessor to enforce any of its rights or to seek remedies upon any default of Lessee prejudice or affect the rights of remedies of Lessor in the event of any subsequent default of Lessee.

Lessor is hereby granted a lien upon all merchandise and other property of Lessee now or hereafter located on the leased premises, to secure the payment of rent and the full performance of all obligations assumed by Lessee under this lease. Upon default, Lessor may, without court action, take possession of all such property and may sell same at public or private sale conducted after notice by publication in one issue of a newspaper circulated in the county in which the demised premises are located, such notice to state the time and place of said sale; provided, Lessor may sell or purchase any and all of the merchandise at the then current prices without holding a sale as aforesaid and without notice to Lessee.

14. All notices under this lease shall be deemed to have been given by Lessee only if mailed or delivered to Lessor's Division Manager at 400 William Oliver Building Atlanta, Ga. and by Lessor if mailed to Lessee, addressed to Clanton, Ala. or personally served on Lessee. The deposit in the mail of any letters, addressed as aforesaid, shall for the purposes hereof, be considered as notice to the addressee of the contents thereof.

15. This lease cancels and supersedes any lease or other agreement between the parties hereto with reference to the possession of the demised premises.

16. This lease shall not be binding on Lessor until signed by the executives or other authorized agents of Lessor at its Home office in St. Louis, Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

W. J. Bettess
Geo. H. Smith
C. C. Luquire

SHELL OIL COMPANY
INCORPORATED
BY J. L. Wadlow
DIVISION MANAGER

R. C. Williams, (SEAL)

EXHIBIT "A"

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

STATE OF ALABAMA
SHELBY COUNTY

I, Grace Carter, a Notary Public in and for said County, in said State, hereby certify that R. C. Williams, whose name is signed to the foregoing instrument, and who is known to me acknowledged before me this day, that being informed of the contents of the above instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 18th day of November, 1941.

Grace Carter,
Notary Public

Filed in the office of the Probate Judge the 19th day of November, 1941 and recorded in the Deed Record 112 on page 481.

L. C. Walker,
Judge of Probate