

## LEASE

Consideration \$805.50

# 961

This lease made this 29th day of May, 1945, by and between J.R. Lewis and Nora M. Lewis, whose address is Montevallo, Alabama, Lessor, and PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation with its principal office at 944 St. Charles Ave., New Orleans, Louisiana, Lessee:

## WITNESSETH:

1. The Lessor hereby demises and leases to the Lessee, its successors, sublessees and assigns, the following described premises situated in the City of Montevallo County of Shelby State of Alabama, Town Parish to-wit:

One Drive-In Service Station on that part of lot No. Forty-two (42) according to the original plan of Montevallo located in the northernmost corner of the block in which said lot is located, being further described as follows:

Beginning at the southwest intersection of Broad and Shelby Streets running thence in a southwesterly direction along the south margin of Broad Street, a distance of Fifty (50) feet, thence in a southeasterly direction perpendicular to Broad Street, a distance of Seventy-Two (72) feet thence in a northeasterly direction, parallel with Broad Street, a distance of fifty (50) feet, to the southwest margin of Shelby Street and thence in a northwesterly direction along the southwest margin of Shelby Street seventy feet (70) feet to the point of beginning.

If the said premises are improved, this lease includes the building, fixtures, equipment, machinery and appliances owned or controlled by the Lessor and located thereon.

TO HAVE AND TO HOLD unto the Lessee for the term of Three years, commencing on the 1st day of July, 1945, and ending on the 30th day of June, 1948.

2. Lessee agrees to pay to the Lessor as rental for the above described premises, building, fixtures, equipment, machinery and appliances (if any be included) the amounts shown to Clause "A",

Clause "B", Clause "C", or any combination thereof, as indicated below, inapplicable rental provisions having been stricken before the execution of this lease.

"A", Cash monthly rental of Twenty-Five - - - - - Dollars (\$25.00) for each month of the term hereof.

"C" Cash monthly rental as provided for in Clause "A" and in addition thereto a gallonage rental equal to One cent (1c) per gallon on each and every gallon of gasoline in excess of 2,500 gallons delivered to such service station for sale during each monthly period of this Lease.

All rental herein provided for shall be payable on or about the tenth day of the succeeding calendar month. All rental payments may be made by check delivered to Lessor or mailed to Lessor at the address herein shown.

3. In consideration of the foregoing Lessor hereby sets over and assigns unto Lessee, Lessor's licenses, consents and permits to maintain and operate a gasoline filling station on the above described premises; such assignment to be effective only during the term of this lease, and all renewals and extensions thereof.

4. At the expiration or termination of this lease by lapse of time or other, Lessee shall have and is hereby given the right at any time, within thirty (30) days after such termination to enter upon and remove from said premises, any improvements or equipment heretofore or hereafter purchased or placed by it or by third persons acting under arrangements with it upon the leased premises.

5. Lessor will keep the building, the water pipes, drains and sewers appurtenant thereto and all Lessor's equipment on the demised premises in good and sufficient condition and repair during the whole of the terms hereof. Lessee shall have the right to paint the entire building but shall not be obliged to do so.

6. It is mutually agreed that if the leased premises are damaged by fire, storm, or from any other cause, such damage shall be repaired by the Lessor forthwith after the same occurs, and if the extent of any such damage is such as to render said premises untenantable, the obligation of the Lessee to pay rent shall cease until the Lessor shall have replaced said premises in a tenantable condition.

7. It is further mutually agreed that Lessor shall pay all taxes and assessments that may be levied against the above described premises and the building and equipment belonging to Lessor thereon, and Lessee shall pay all taxes that may be levied or assessed against the equipment owned by Lessee thereon.

8. If, in the sole judgment of Lessee, it appears likely that Lessee or any of its assignee or sub-leasees may be obliged to pay any license, privilege or excise tax because of its or their interest in or use of the premises hereby leased. Lessee may terminate this lease or any renewal or extension thereof by giving Lessor thirty (30) days written notice of its intention so to do.

9. Lessee shall have the privilege of using said premises for any purpose including, but not limited to, the operation of a gasoline service station, and for the sale of tires, tubes, and automobile accessories and any other commercial activity, and shall have the privilege of erecting on said premises or to make arrangements with third persons to erect thereon such buildings, driveways, curbing or other improvements or equipment as may be necessary or desirable for the proper use of said premises for the aforesaid purposes. In case Lessee shall be unable to obtain from the proper public authorities, municipal state or otherwise any permit or license necessary for the operation of a gasoline service station upon said premises, or in case any such permit or license, if obtained, be afterward revoked without fault of Lessee, or should the use of said premises for any of the purposes stated above be so restricted by the enactment of any state or municipal law or ordinance or by legal proceedings or by any federal government action in such manner as to make the operation thereof unprofitable, or if the use of said premises for any of the purposes stated above be restrained or enjoined by judicial process or otherwise, then Lessee shall have the right to terminate this lease by giving Lessor ten days written notice of its intention so to do and shall thereupon be relieved from all liability hereunder. In the event Lessee is deprived of the use of said property as a gasoline service station. In whole or in part, or in the event the normal

operation of said gasoline service station be curtailed, by reason of any federal, state or local government action, the Lessee shall be entitled to a proportionate diminution of all rentals due hereunder during such period of deprivation of use or curtailment of said operations.

12. It is further understood and agreed that all notices given under this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor at the address herein shown, or to the Lessee at its main office in New Orleans, Louisiana. Date of giving of such notice by mail shall be the date of which such notice is deposited in a post office of the United States Post Office Department.

13. If the Lessor is not the owner of the demised premises and shall default in the payment of any rent due Lessor's landlord, Lessee may, at its option pay said rent to Lessor's landlord and the amount so paid shall be credited upon the rent herein reserved to the same extend as if said sum or sums had been paid to the Lessor. If at any time during the term hereof, Lessor shall be indebted to Lessee or any account whatsoever, Lessee shall have the right to apply accrued rental upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental payment hereunder.

IN WITNESS WHEREOF, the said Lessor has hereunto set hand and seal, and the said Lessee has caused this instrument to be executed as of the day and year first above written.

Witnesses:

AS TO LESSOR:  
C. F. Rozelle  
Kathleen Browne  
F. F. Rozelle  
Kathleen Browne

J. R. Lewis by Frances Lewis Givhan (SEAL)  
Lessor Attorney in Fact  
Nora M. Lewis (SEAL)  
Wife of Lessor

AS TO LESSEE:  
W. J. Kernaghan  
A. M. Levet

PAN AMERICAN PETROLEUM CORPORATION  
BY H. S. Read  
General Manager

ACKNOWLEDGEMENT FOR LESSOR(INDIVIDUAL)

STATE OF ALABAMA )  
) SS.  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned, a Notary Public in and for County and State of Alabama, J. R. Lewis and Nora M. Lewis, his wife, personally known to me to be the parties who executed the foregoing instrument, and acknowledged they executed the same as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead; and the said Nora M. Lewis on a private examination before me, she being separate and apart from her said husband, acknowledged that she executed the same freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Given under my hand and notarial seal this 29th day of May, A.D. 1945.

My Commission expires November 1947.

Mary Lee Mahaffey  
NOTARY PUBLIC

CONSENT OF OWNER

The undersigned, owner in fee simple of the premises described in the within lease, hereby consents to the same and agrees to all the terms and conditions thereof and hereby specifically consents and agrees with said Pan American Petroleum Corporation that it may enter the hereinabove demised premises and remove therefrom any and all pumps, tanks and equipment placed thereon by the said Pan American Petroleum Corporation at any time within thirty (30) days after the expiration or prior termination of the undersigned's lease with the aforesaid Lessor. The undersigned further agrees that if the Lessor shall default in the payment of the rent reserved in his lease with the undersigned, the undersigned will forthwith give to the said Pan American Petroleum Corporation, written notice of such default, and the said Pan American Petroleum Corporation may, at its option, pay said rent and will thereupon succeed to the rights of the Lessor in the demised premises to the same extent as if the Lessor had assigned his lease to the said Pan American Petroleum Corporation.

Approved as to Form:  
Hiram M. Baying ?  
Attorney for Pan American Petroleum Corporation

Filed in the office of the Probate Judge the 7th day of January, 1946 at 11 o'clock A.M. and recorded in the Deed Record 123 on page 308 on this the 21st day of January, 1946.

L.C. Walker,

Judge of Probate

STATE OF ALABAMA  
ELSBY COUNTY

I hereby certify that

1.00 Privilege Tax  
has been paid on the within  
Instrument as required by  
law.

L. C. WALKER,  
Judge of Probate