Form 94M Rev. 3M 4-2-45 C-8562

\$1475.00

## LEASE AGREEMENT

THIS AGREEMENT, made this 23rd day of July, 1946, between Mr. E. D. Farr, and his wife Doris H. Farr of Columbiana Alabama, hereinafter referred to as Lessor (whether one or mere), and THE PURE OIL COMPANY, an Ohio Corporation, hereinafter referred to as Lessee.

## WITNESSETH:

1. Lessor hereby leases and lets unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment thereon, situated in the City of Columbiana, County of Shelby, and State of Alabama, described as follows:

A lot in Columbiana, Alabama, described as beginning at point of intersection of South right-of-way line of Columbiana and Wilsonville Highway with east line of alley running between said highway and the Kingdom road, or East College Street and running easterly along said highway 100 feet, thence south and parallel with said alley 132 feet to the center of a drain ditch, thence westerly along center of said drain ditch 100 feet to the east line of said alley, thence North along said alley 132 feet more or less to the point of beginning, and being situated in the NE4 of NW2 of Section 25, Township 21, Range 1-West, situated in Shelby County, Alabama, Less upstairs of building that is being erected on said lot.

together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

2. To have and to hold the same unto the Lessee for a period of Five (5) years commencing on the First (1st) day of August, 1946, and ending on the Thirty-First (31st) day of July, 1951, hereinafter referred to as the original term.

Lessee is hereby granted to option of e tending this lease for an additional period of Five (5) years commencing on the First (1st) day of August, 1951, and ending on the Thirty-First (31st) day of July, 1956, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term.

3. Lessee agrees to pay as rent for said premises:

The sum of One Cent (lø) per gallon for each gallon of gasoline delivered to the leased premises by lessee or any person, firm or corporation claiming under lessee. Payment of said gallonage rental will be made by lessee on or before the 20th day of each calendar month, based on gasoline delivered to the leased premises during the preceding calendar month.

Rental may be paid by chack or draft of Lassaa, mailed or delivered to Lassor on or before the due date.

- 4. Lessor agrees, during the term of this lease or any extension hereof, to maintain and keep the buildings, improvements and equipment hereby leased in constant good condition and repair, and to perform any necessary work of maintenance and repair, at such manner as not unreasonably or unnecessarily to interfere with the Lessee's use and occupancy of said premises. If the Lessor, after written demand by the Lessee so to do, shall fail or refuse to make any necessary repairs, the Lessee shall have the right, at its option, either (1) to make such repairs and to charge the expense thereof to Lessor which expense the Lessor agrees to pay on demand, and until paid by Lessor, the Lessee shall have the right to deduct such expense from rent thereafter payable by the Lessee hereunder; or (2) to cancel and terminate this lesse by giving written notice thereof to the Lessor. The Lessor, however, shall not be required to repair any damage done or waste committed upon said premises by the Lessee, but the Lessee, shall repair or restore any and all demage or waste caused by Lessee.
- 5. Lessor agrees to pay, as they become due, all taxes, assessments and obligations which are or may become a lien on the demised premises and property of Lessor located thereon. If Lessor should fail or refuse to do so, Lessee shall have the right, but n t the obligation, to either (1) make such payments for the account of Lessor, in which event Lessee shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentels in satisfaction of such obligation; or (2) in the event of a foreclosure of any such lien and the sale of the demised premises and improvements, Lessee shall have to right to buy in said premises and improvements for its own account.

  Lessee agrees to pay taxes and any other charges levied or assessed against Lessee's property located on the leased premises.
- 6. Lessee agrees that it will pay the rent at the time, place and in the manner herein provided; that it will not commit or suffer waste on said premises; that it will not use the premises for any immoral or unlawful purpose, or permit the

same to be so used; that it will deliver up said premises at the end of this lease; and that it will comply with all valid laws, ordinances, rules and regulations of any governmental authority respecting the conduct of its business on the demised premises.

- 7. If the rent or any part thereof shall at any time be in arrears and unpaid after the same is due and payable, or if Lessee shall fail to keep any of the covenants and agreements on its part to be kept and performed and herein contained, and if after ten (10) days notice of such default has been given by Lessor to Lessee said default is not corrected by Lessee, or if Lessee shall be adjudged a bankrupt, or shall make assignment for the benefit of its creditors, or if the interest of Lessee shall be sold under execution of other legal process, it shall be lawful for Lessor to enter upon said premises and again have, repossess and enjoy the same as if this lease had not been made, and thereupon, this lease and everything herein contained shall cease, terminate, and be utterly void at the option of Lessor.
- 8. If, at any time during the term of this lease or any extension hereof, the use of the leased premises as a service stateion for the sale of petroleum products, automobile accessories and service, shall be prevented, suspended or limited by any zoning statute or ordinance, or any other Municipal or Governmenta action, law or regulation; or if the use of said premises for such purposes be affected or impaired by the widening, altering, or improving of any streets fronting or adjoining said premises; or should the State or Federal Government reroute any State or Federal highway now adjacent to the leased premises, then in any of such events Lessee may cancel this lease by giving thirty (30) days written notice thereof to Lessor. During temporary closing of streets, for repaying or other purposes, rent shall cease if Lessee closes that service station on said premises, and the term of this lease shall be extended for a period equal to the time said station is so closed.
- 9. All structures, gasoline tanks, including those which may be underground, pumps, air compressors and other equipment which may be, or which heretofore have been erected, installed or placed upon said premises by Lessee, or a former Lessee, the title thereto having vested in Lessee, are to remain and be the property of Lessee, and Lessee is to have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lesse, or any extension hereof, and within thirty (30) days thereafter.
- 10. Lessor further covenants and agrees with Lessor is legally seized of an absolute estate in fee simple in said premises; that Lessor has the right to lease the same; that Lessor will warrant and defend said premises unto Lessee against the lawful claims of all persons whomsoever; that the rents being paid in the manner herein provided, and the covenants, conditions and agreements herein being all and singular kept, fulfilled and performed by Lessee, Lessee shall lawfully, peaceably and quietly hold, occupy and enjoy said premises during the term herein granted, without any let, hindrance, ejection or molestation by Lessor, or any person claiming under Lessor; and that said premises are free and clear of all incumbrances whatsoever.
- ll. In the event Lessee should make any payments for the account of Lessor as herein provided pertaining to said leased premises for which Lessor is responsible, and Lessor does not reimburse Lessee therefor upon demand, then Lessee shall have the right, in addition to any other remedy, to extend the term of this lease, without any further rental payments or obligations, for and during such a period of time as will absorb, at the monthly rate of rental hereinabove specified for the original term, any and all sums owing by Lessor to Lessee, with legal interest thereon.
- 12. Should the leased premises be destroyed or damaged by fire or otherwise so as to be unfit for use as a service station for the sale of petroleum products, automobile accessories and service, rent shall thereupon abate until the premises have been restored to their condition befor such destruction or damage; and if such restoration is not completed by Lessor within ninety (90) days, Lessee may terminate this lease. The term of this lease shall be extended for a period equal to the time said station is closed.
- 13. Lessee shall have the right to paint any buildings and improvements of Lessor upon the leased premises in accordance with the color scheme or combination now or hereafter used by Lessee at its service stations generally.
- 14. Lessee shall have the right to assign this lease or sublet the premises, and the terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of the parties hereto, respectively, and shall run with the land, but no

assignment or subletting by Lessee shall relieve Lessee of any of the obligations herein contained on the part of Lessee to be kept and performed.

- 18. The payments made and to be made here under by Lessee to Lessor shall be considered sufficient consideration for any and all options herein granted by Lessor to Lessee.
- 19. Any notices under or inquiries regarding this lease shall be delivered to Lessor at Columbiana, Shelby County, Alabama and to Lessee at 35 East Wacker Drive, Chicago, Illinois, or such other address as the parties may from time to time designate in writing. Notice may be given by registered mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.
- 20. It is expressly understood and agreed by and between Lessor and Lessee that there is no verbal understanding or agreement which in any way changes the terms, covenants and conditions herein set forth; and further, that this lease shall not be binding upon Lessee unless executed by a duly authorized officer or agent of Lessee.

IN WITNESS WHEREOF, the parties have caused the due execution of this agreement in duplicate on the day and year above first written.

WITNESSES AS TO LESSOR

E. D. Farr

(SEAL)

Doris H. Farr

(SEAL)

WITNESSES AS TO LESSEE

THE PURE OIL COMPANY (Lessee)

R. H. McElroy

(Authorized Agent) R. L. Milligon

D. D. Barnes

June D. West

(Assistant Secretary)

ACKNOWLEDGMENT OF LESSOR

THE STATE OF ALABAMA )

SHELBY COUNTY.....

I, the undersigned authority in and for said County, in said State, hereby certify that E. D. Farr and his wife, poris H. Farr, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this date | that, being informed of the contents of said lease, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal on this 1st. day of Aug. 1946.

JUDGE OF PROBATE SEAL!

L. C. Walker Judge of Probate, Shelby County, Alabama

ACKNOWLEDGMENT OF LESSEE (Only when required by state law for recording)

THE STATE OF ILLINOIS )

COOK COUNTY

I, the undersigned authority in and for said County, in said State, hereby certify that R. H. McElroy, whose name as Authorized Agent of the Pure Oil Company, a corporation, is signed to the foregoing lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said lease, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand an official seal on this 27th day of August, 1946.

Notary Public, Cook County, Ill. My Commission expires June 10, 1947

June D. West Notary Public Cook County, Illinois

Filed in the office of Probate Judge on the 30th day of September, 1946 at 4 o'clock P. M. and recorded in Deed Record 126 an page 410 on this the 9th day of October, 1946.

> Grave of Alabana CHELDY COUNTY

L. C. Walker

Judge of Probate

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