LEASE

VALUE 4552

# 7401

This lease made this 12th day, of May, 1947, by and between F. P. Givhen and Frances L. Givhan, whose address is Montevallo, Ala., Lessor, and PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, with its principal office at 944 St. Charles Avenue, New Orleans, 13, Louisiana, Lessee:

## WITNESSETH:

1. The Lessor hereby demises and leases to the Lessee, it successors, sublesses and assigns, the following described premises situated in the Town of Calera County of Shelby and State of Alabema to-wit:

Beginning at a point on Montgomery Avenue 60 feet South of the Southwest intersection of Montgomery Avenue and 17th Avenue and running in a Westerly direction 50 feet, thence in a Southernly direction 70 feet, thence in a Westerly direction 83 feet to the East side of an Alley, thence in a Southerly direction 50 feet along the East side of Alley; thence in an Easterly direction 133 feet to a point on the West side of Montgomery Avenue; thence in a Northerly direction 120 feet along the West side of Montgomery Avenue to the point of beginning. Being

further described as follows:

The above property is a part of lots #403 and #404 of the Shelby Lime Company, allotment of land in the Village of Calera, Alabaa, as shown on Map commonly known as N. B. Darea map of Calera, situated in Shelby County, Alabama.

The Lessor reserves the privilege of maintaining a three foot walkway, as entrance to house, adjoining and parallel to the North boundary on the above described property.

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 Five (5) years, commencing on the 1st day of Octoer, 1948, and ending on the 30th day of September, 1953.

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

"A" Cash monthly rental of =-Ninety----- Dollars (\$90.00) 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 (.01) per gallon on each and every gallon of gasoline in excess of --9,000------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 extension thereof.
- 4. At the expiration or termination of this lease by lapse of time or otherwise, 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 of Lessor's equipment on the demised premises in good and sufficient condition and repair during the whole of the term hereof.

  Lessee shallhave the right to paint the entire building but shall not be obliged to do so.
- 8. It is mutually agreed that if the leased premises are demaged 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 saild premises untentable, the obligation of the Lessee to pay rent shall cease until the Lessor shall have replaced saild premises in a tenantable condition.
- 9. 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 thereof, and Lessee shall pay all taxes that may be levied or assessed against the equipment owned by Lessee thereon.
- Il. 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 errect 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 livense 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 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 saidpremises 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 lesse; 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 rentas 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 office shown, or to the Lessee at its principal/at 944 St. Charles Avenue, in New Orleans, Louisiana. Date of giving of such notice by mail shall be the date on 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 or amounts so paid shall be credited upon the rent herein reserved to the same extent as if said sum or sums had been paid to the Lessor. If at any time during the term hereof, Lessor shell be indebted to Lessee on 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 Lessors have hereunto set their hands and seals, and the said Lessee has caused this instrument to be executed as of the dayand year first above written.

Witnesses: AS TO LESSOR:

Gene L. Hubbard
W. E. Owen
William Simpson
W. E. Owen

F. P. Givhan

(Seal)

Lessor

(Seal)

Frances L. Givhan Wife of Lessor

PAN AMERICAN PETROLEUM CORPORATION

By H. S. Read

Vice President General Manager

Lessee

ACKNOWLEDGMENT FOR LESSOR (INDIVIDUAL)

STATE OF Alabama)
)ss.
County of Shelby)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State F. F. Givhan and Frances L. Givhan, his wife, personally known to me tobe the parties who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act, for the used and purposes therein set forth, including the release and waiver of the right of homestead; and the said Frances L. Givhan 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.

Gian under my hand and notarial seal this 12th day of May A.D. 1947.

NOTARIAL SEAL

Mary Lee Mahaffey Notary Public

Filed in office of the Judge of Probate June 20, 1947 at 3 p.m. and duly recorded in Deed Record 129, page 536 on June 20, 1947.

L. C. Walker

Judge of Probate

STATE OF ALADAMA
SMELBY SOUNTY

I horoby cortify that

25.00 Privilege Too

pas been paid on the withir
testrument as required by

L. C. WALKER