Value 1011.60

STATE OF ALABAMA

SHELBY COUNTY

THIS LEASE AND CONTRACT, made and entered into this 19th day of January, 1938 by and between K.B. Nickerson of Siluria, Shelby County, Alabama, hereinafter called Lessor, and The Pure Oil Company (Wofford Oil Division) a corporation, with its principal place of business in the City of Birmingham, Alabama, hereinafter called Lessee.

WITNESSETH:

That the Lessor does hereby rent and lease unto the Lessee the following described premises in the tewn of Alabaster, County of Shelby, Alabama, to-wit:

"For a point of beginning start at the Northwest corner of present building on said property; thence in an Easterly direction along the North wall of said building to a point where said North wall, if extended, would intersect with the West right-of-way line of U.S. Hwy. # 31; thence in a Northerly direction along said West right-of-way line of said highway a distance of 28' more or less to a point, which is the point of beginning. From this point of beginning thence in a Westerly direction at approximate right angles 85'; thence in a Southerly direction and parallel to U.S. Highway. 31 85' more or less; thence at approximate right angles in an Easterly direction 85' to the west right-of-way line of U.S. Highway # 31; thence in a Northerly direction along the West right-of-way line of U.S. Hwy #31- 85' more or less to the point of beginning. Said property being in and a part of NE corner of section 35, township 20, Range 3 West.

For use as an automobile service and filling station and other purposes usually and ordinarily incidental thereto, for and during the term of ten years. The starting date of lease to be the date the Lessor completes the remodeling of service station building located on this property, as outlined below in this agreement.

In consideration whereof the Lessee agrees to pay to the Lessor on the first day of each month during the term of this lease in advance as rent for said premises herein leased the sum of Twenty and no/100 (\$20.00) dollars per month. Upon expiration of said term the Lessor gives to the Lessee the right and option to extend this lease for an additional five years at a rental of Twenty-five (\$25.00) Dollars per month. In order to exercise said option Lessee must motify the Lessor of its intentions to do so at least thirty days before present lease expires.

This lease and contract is made upon the following terms and conditions, namely: Lessondoes hereby agree to remodel the service station located on the above described premises according to plans and specifications furnished by the Lessee, its being understood that rent payments by the Lessee shall not begin until said building has been remodeled according to plans and specifications furnished by the Lessee and accepted by the Lessee. Lessor agrees to complete the remodeling of said service station in line with plans and specifications furnished by the Lessee within sixty days from January 18, 1938 (Mar 7-1938 finished)

In the event of the destruction or damage by fire, explosion or tornado of the buildings now located on the leased premises during the term of this lease the Lessee reserves the right at it's option to cancel and terminate this lease unless said premises are promptly repaired or rebuilt at the expense of the Lessor, it being understood that rent on said premises shall be abated until said buildings are repaired premise.

The Lessor shall make any and all necesssary repairs to the buildings now located on the leasedd premises and the Lessor shall pay all taxes and legal assessments levied against the leased premises.

All tanks, pumps and other equipment belonging to the Lessee that are placed on said premises necessary for the business of selling petroleum products, automobile tires and accessories, either above or below the ground, shall remain the property of the Lessee and it shall have the right and option to remove same at any time during the term of this lease or any extension thereof, or within thirty days thereafter.

The Lessor gives the Lessee the right to sub-lease said premises and the Lessee agrees that in event it sub-leases said premises or any part thereof, or transfers this lease and Agreement it shall remain liable thereon and shall be obligated in the performance of all the terms and provisions thereof as if lease had not been transferred or said premises or any part thereof sub-leased.

It is further agreed that if at any time during the term of this lease the sale of petroleum prtoducts, automobile tires or accessories on the leased premises shall be probibited or pervented by law, the

Lessee may at its option forthwith cancel and terminate this lease and both parties shall thereupon be relieved from further obligations hereunder.

Lessee agrees that in the event of any default in the payment of rent hereunder by it, and it becomes necessary to employ an attorney to collect said rent or to enforce any of the provisions of this lease, it shall be taxed with a reasonable attorney's fee.

It is mutually understood and agreed that the term "Lessor" and "Lessee" shall wherever used herein, be held to include the words "Executors", "Administrators" "Heirs" and "Assigns" whenever and wherever the context so requires or will admit.

IN WITNESS WHEREOF, the parties hereto have set their hands in triplicate, the day, month and year first written above.

J.C. Crim WITNESS

K.B. Nickerson Lessor

W. D. Lindsay Asst. Secretary-Treasurer.

THE PURE OIL COMPANY (Wofford Oil Division) $\mathbf{B}_{\mathbf{y}}$ D.T. Gilland General Manager.

Filed in the office of the probate judge the 14th day of

January, 1948 at 1 o'clock P.M. and recorded in the Deed Record 131 on page 337 on this the 15th day of SHELBY COUNTY

January, 1948.

lereby certify that S. 1.50 Privilege Tax has been raid on the within instrument as required by law.

L.C. Walker,

Judge of Probate

L. C. WALKER, JUDGE OF PROBATE