

Value 505.85

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3370

This lease made this 30 day of April, 1947, by and between Mrs. Lena Johnson, whose address is Helena, Ala. Route #1, lessor, and W. E. Owen- an individual a Delaware corporation, with its principal office at Clanton, Ala. Lessee:

W I T N E S S E T H :

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

Described as follows:

Lot # 4 in Block 1, in the survey of Pelham Estates, according to map of said survey filed for record in the office of the Judge of Probate of Shelby County, Alabama, May 30, 1946

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 terms of Five (5) years, commencing on the 30 day of April, 1947, and ending on the 30 day of April, 1952.

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" 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 Ten Dollars (\$10.00) for each month of the terms hereof.

"B". A sum equal to ---cents (.....¢) per gallon on all gasoline delivered to such service station for sale.

"C". Cash monthly rental as provided for in Clause "A" and in addition thereto a gallonage rental equal to---cent).....;) per gallon on each and every gallon of gasoline in excess of....gallong 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 ~~by-lapse~~ 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 terms of this lease, and all renewals and extensions 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 leased premises.

5. Lessor will keep the building, the water pipeg, 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 terms hereof. Lessee shall have the right to paint the entire building but shall not be obliges to do so.

6. Lessor shall have the option of extending this lease as hereinafter provided, upon the same terms and conditions which were in effect during the original terms. The period or periods of such extension shall be in accordance with either one of the following two clauses, the inapplicable clause having been stricken before the execution of this lease:

I. A period of 10 years from the expiration of the original term hereof.

II. A total of not more than 2 successive periods of Five (5) years each.

The rental to be paid by the Lessee during said extension period or periods shall be the sums shown in Clause "A", Clause "B", Clause "C", ~~Cash monthly~~ or nay combination thereof as indicated below, inapplicable rental provisions having been stricken before the execution hereof:

"A". Cash monthly rental for each month of Ten Dollars (\$10.00).

"B". A sum equal to.....cent (.....¢) per gallon on all gasoline delivered to such service station for sale.

"C". Cash monthly rental as provided for in Clause "A" and in addition thereto a gallonage rent:l equal to----cent (.....¢) per gallon on each and every gallon of gasoline in excess of.....gallons delivered to such service station for sale during each monthly period.

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Lessee shall give Lessor written notice of its intention to exercise its extension privilege at least thirty (30) days prior to the expiration of the original term hereof, and if said extension privilege is for successive periods of.....year.....each as provided in Clause II of this Paragraph 6, Lessee shall give to Lessor a like written notice at least thirty (30) days prior to the expiration of the then current period, of its intention to extend this lease for and during the next succeeding period. Time and manner of making rental payments during any such extension shall be the same as provided for during the original term hereof.

7. Lessee shall have, and is hereby given the privilege of purchasing said premises, service station building fixtures, equipment, machinery and appliances included in this lease, for the sum of.....Dollars (\$.....), provided Lessee shall give Lessor notice in writing of its election to exercise said option of purchase, at least thirty (30) days prior to the expiration of this lease, or at least thirty (30) days prior to the expiration of any extension period, if this lease be extended; and.....wife of Lessor, joins in this option of purchase and agrees in event of the exercise of this said option of purchase by Lessee, to join said Lessor in the execution of a proper deed of conveyance, and Lessor agrees that if said option of purchase is exercised, he will convey a merchantable title to said real estate by good and sufficient warranty deed, with release, of dower, homestead or other rights of his wife, and free from all encumbrances whatsoever, and will furnish a merchantable abstract showing merchantable title to said land in said Lessor, free from all liens and encumbrances whatsoever, and certified to on the date of conveyance. The Lessee shall have a reasonable time after receipt of said abstract in which to complete an examination thereof, and if such examination disclose objections to the title, the Lessor shall have a reasonable time in which to cure such defects.

8. 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.

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 thereon, and Lessee shall pay all taxes that may be levied or assessed against the equipment owned by Lessee thereon.

10. If, in the sole judgment of Lessee, it appears likely that Lessee or any of its assignees or sub-lessees 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.

11. 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 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, by afterward revoked without fault of Lessee, or should the use of said premises for any federal government action in such manner as to make the * 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 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 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 on

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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 shall 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 Lessor has hereunto set her 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:

W. T. Johnson

Mrs. Lena Johnson (Seal)

Bill Simpson

AS TO LESSEE:

W. T. Johnson

Bill Simpson

By W. E. Owen

Filed in the office of the Probate Judge on the 11th day of March, 1950 at 1 o'clock P.M. and recorded in the DEED Book 141 on page 520-521-522 on this the 31st day of March, 1950.

L. C. Walker,

Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
\$1.00 I hereby certify that
has been paid on the within
instrument as required
L. C. WALKER
JUDGE OF PROBATE