

LEASE AGREEMENT

2292
OK
30m.

Made this 13th day of November, 1951, between

Hillman Johnson and Mattie Johnson

of R.F.D., Siluria, Alabama, as Lessor
(whether one or more), and THE PURE OIL COMPANY, and Ohio corporation, as Lessee, WITNESSETH:

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

Begin at the intersection of Montevallo-Longview Road and run South along
Montevallo Road 1122 feet to a point of begining; thence South along
Montevallo Road 297 feet; thence East 75 feet; thence North 297 feet to
Anna Frost property; thence West 75 feet to point of begining, and located
in Section 35, Township 21, Range 3 West.

2. To have and to hold for a period of Ten (10) years commencing on the First (1st)
day of January, 1952, hereinafter referred to as the original term.

Lessee is hereby granted the option of extending this lease under the same terms and conditions for an additional period of --no-- (~~XXX~~) years, commencing on the expiration of the original term, by giving Lessor written notice thereof at least thirty (30) days prior to the expiration of the original term.

Lessee is hereby granted the option of cancelling this lease at any time during the original or extended term, by giving Lessor sixty (60) days written notice thereof, and upon such cancellation Lessee shall be released from any further rental payments or other obligations hereunder.

3. Lessee agrees to pay as rent for said premises: The Sum of Five Dollars-----
(\$5.00) per month, payable in advance on or before the First day of each month.

4. Lessor agrees to maintain the buildings, structures, improvements and equipment hereby leased in good condition and repair.

5. 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 lease, and within thirty (30) days thereafter.

6. 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.

7. Lessee shall have the right to assign this lease or sublet the premises.

8. If Lessor, at any time during the term of this lease or any extension hereof, receives one or more bona fide offers from third parties to purchase the demised premises, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lessee shall have fifteen (15) days from and after the receipt of such notice from Lessor in which to elect to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. Lessee's failure to so purchase shall not affect this lease.

9. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for all options herein granted by Lessor to Lessee.

10. Any notices under this lease shall be delivered to Lessor at R.F.D. Siluria Alabama
and to Lessee at Birmingham, Ala. or such other address as the parties

may from time to time designate in writing. Notice may be given by 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.

11. This lease cancels and supersedes any other agreement between the parties hereto with reference to the possession of the leased premises by Lessee, but shall not be binding on Lessee unless executed by a duly authorized officer or agent of Lessee.

WITNESS the execution hereof the day and year above first written.

WITNESSES AS TO LESSOR:

G. A. Bazzel
Geo F. Spivey

WITNESSES AS TO LESSEE:

Clara B. Philip
Lester M. Harris

H. H. Johnson (Seal)

Mrs Mattie Johnson (Seal)

____ (Seal)

____ (Lessor)

THE PURE OIL COMPANY (Lessee)

BY D. C. Deane
(Authorized Agent)

Attest: D. D. Clark
(Assistant Secretary)

FORM
APPROVED
2/10

ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA }
COUNTY OF SHELBY } SS

On this 18th day of November 1951, before me, a Notary Public in and for said County and State, personally appeared Hillman Johnson and Mattie Johnson, husband and wife, to me personally known and known to me to be the persons who executed in their own behalf the foregoing instrument bearing date the day of November 1951, and who, being by me duly sworn and before me in my said County did acknowledge said instrument to be their free act and deed for the purpose and consideration therein expressed.

Given under my hand and seal the day and year first above written

My Commission expires on the 3rd day of Dec, 1953
Notary Public
Willie J. Frost

ACKNOWLEDGMENT OF LESSEE

STATE OF Illinois }
COUNTY OF Cook } SS

On this 7th day of January, 1952, before me, a Notary Public in and for said County and State, personally appeared H. C. Havens and R. D. Clark, to me personally known and known to me to be the persons who executed in behalf of The Pure Oil Company, a corporation, the foregoing instrument bearing date the 7th day of January, 1952, and who, being by me duly sworn, did say that they are the AUTHORIZED AGENT and Assistant Secretary, respectively, of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them in behalf of said corporation by authority of its Board of Directors, and before me in my said county they acknowledged said instrument to be their free act and deed and the free act and deed of said corporation for the purposes and consideration therein expressed.

Given under my hand and official seal the day and year first above written.

My commission expires:

Louise C. Janssen
Notary Public

MY COMMISSION EXPIRES NOV. 26, 1954

ASSENT OF OWNER OR LIEN HOLDER

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned owner of and/or holder of a lien on the premises described herein, having read the foregoing lease agreement, and being familiar with the same, does hereby consent to paragraph numbered 5 thereof, and agrees that all of such equipment and facilities shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any rent or other obligations due or to become due, and that Lessee, its successive successors or assigns, may enter upon said premises with such agents and appliances as it may deem necessary and remove any or all such equipment and facilities at any time without notice or legal process, and said lease shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

Witness A. C. Bazzul H. B. Johnson Owner (Seal)
Witness _____ Lien Holder (Seal)

STATE OF ALABAMA }
SHELBY COUNTY }

I, L. C. Walker, Judge of Probate hereby certify that the within lease was filed in this office for record the 18 day of March 1952 at 8 o'clock A. M. and recorded in Deed Record 152 page 28 and examined 3-14-52 and the Deed Tax of \$ 2.00 and the Deed Tax of \$.50 has been paid.

L. C. Walker
Judge of Probate

2.00
.50
2.50 due

*Pure Oil Co.
American Ref. Bldg.
P.O. Box 156
Birmingham, Ala.*

Filed in the office of the Probate Judge on the 18 day of Mar 1952 at 8 o'clock A. M. and recorded in Deed Book 152 Page 28 this 14 day of Mar 1952.
Deed Tax .50 Mortgage Tax _____ Has been paid.

L.C. Walker, Judge of Probate