

4089

CANCELLATION OF LEASE AGREEMENT

(Lease to Pure)

BOOK

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WHEREAS, on the 23rd day of July, 19 46, a certain written lease agreement was made and entered into by and between Mr. E. D. Farr, and his wife Doris H. Farr of Columbiana, Alabama as lessor, and THE PURE OIL COMPANY, an Ohio corporation, as lessee, covering certain premises 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 NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 25, Township 21, Range 1-West, situated in Shelby County, Alabama, less upstairs of building that is being erected on said lot.

said lease agreement being recorded in Deed Book # 126, page 410, in the office of the Recorder or Register of Shelby County, Alabama; and

WHEREAS, the term of said lease agreement, and any amendments thereof or supplements thereto, has not expired, but it is mutually desired to cancel and terminate same as hereinafter set out.

NOW, THEREFORE, in consideration of One Dollar cash in hand paid by each party to the other, and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned, parties to and/or having the present interests in said lease agreement, and any amendments thereof or supplements thereto, do hereby mutually agree that the same shall be and hereby is cancelled and terminated as of the

31st day of July, 19 55, and from and after such date of cancellation and termination each party shall be released and discharged of all further obligations thereunder, but such cancellation and termination shall not release or discharge any party from any obligations that have accrued thereunder prior to such cancellation and termination.

The Recorder or Register of the aforesaid County and State is hereby authorized and directed to release and discharge the aforesaid lease agreement, and any amendments thereof or supplements thereto, on the records in his office.

WITNESS the execution hereof on this the 20th day of June, 19 55.

Signed and acknowledged in the presence of:

[Signature]
[Signature]

E. D. Farr (Seal)

Doris H. Farr (Seal)

____ (Seal)

____ (Seal)

Signed and acknowledged in the presence of:

[Signature]

J. R. Wood as to signatures
of E. D. Farr and Doris H.
Farr

THE PURE OIL COMPANY

By [Signature] Authorized Agent

ATTEST:

Assistant Secretary

ACKNOWLEDGMENT OF LESSOR .

THE STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, in and for said County, in said State, hereby certify that E. D. Farr and Doris H. Farr (his wife), whose names are signed to the foregoing Cancellation of Lease Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Cancellation of Lease Agreement, they each executed the same voluntarily.

Given under my hand and official seal, this 30th day of June, 1955.

NOTARY PUBLIC

commission expires:

ACKNOWLEDGMENT OF LESSEE

FORM 205.97 5M 12-54

ACKNOWLEDGEMENT BY AUTHORIZED AGENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

SS

I, the undersigned, a Notary Public in and for said county, do hereby certify that.

F. G. SHEPARD

Agent of THE PURE OIL COMPANY, an Ohio corporation, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Authorized Agent he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said THE PURE OIL COMPANY for the uses and purposes therein set forth, and that he was duly authorized to execute and deliver the same as aforesaid.

Given under my hand and official seal this 29th day of JUNE, 19 55.

My commission expires:
Notary Public Jefferson County, Alabama.
My commission expires Oct. 21, 1958.
Bonded by Employers Liability Assurance
Corporation

Notary Public

STATE OF ALABAMA }
SHELBY COUNTY }

I, L. C. V. Hon. Judge of Probate hereby
certified that I received Emell Barnes
fined by J. C. F. Record the 23 day
of Aug 1925 at 10 o'clock A M.
and docketed in Book Record 192
page 191 and examined 8-24-25
and the Mortgage Tax of \$
Deed Tax of \$ has been paid.
W. L. L. L. L.
Judge of Probate

Page \$ 20

Judge of Probate

STATE OF ALABAMA, SHELBY COUNTY

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within Conveyance
was filed for record the 23 day of July, 1955 at 8 o'clock, PM
and recorded in Deed record 12 Page 191, and the Mortgage Tax of
Deed Tax of _____ has been paid.

Judge of Probate