

610

LEASE

THIS LEASE made this 29 day of July, 1957, by and between L. M. DANIEL OIL COMPANY with offices at Sylacauga, Ala., lessor, hereinafter called "Shell," and L. C. Wilson

of Wilsonville Ala.
Street Address City or Town State

hereinafter called "Lessee,"

WITNESSETH THAT:—

First. Shell hereby leases to Lessee for a primary period beginning on the 29 day of July, 1957, and ending on the 29 day of July 1962, and for successive annual periods thereafter (provided, however, that either Shell or Lessee may terminate this lease at the end of the primary period or of any subsequent annual period by giving to the other at least ten days' written notice in the manner set forth in Article Fourth hereof) the parcel of land situated on Highway 25 next to Bolton Trailer Park, in Wilsonville County of Shelby State of Alabama, more particularly bounded and described as follows:
Bounded on north by Bolton Trailer Park and on East by Highway 25.
Concrete block building.

Together with, as part of the leased premises, all the improvements on said land, and all the equipment and apparatus used in connection with the gasoline filling and automobile service station located thereon, including specifically the items listed in Schedules "A" and "B" appended hereto, receipt of all thereof in good condition being hereby acknowledged.

Second. Lessee agrees to pay to Shell, as rent for said premises for each calendar month that this lease is in force, the sum of One Dollars (\$ 1.00) which shall be payable on the first day of such month; and an additional sum which shall be equal in amount to none cents (c) for each gallon of gasoline delivered, by any party, into storage tanks on said premises during such month, and shall be payable on or before the fifteenth day of the succeeding month, but such additional sum shall, in no event, exceed the sum of none Dollars (\$) for any calendar month. Lessee shall keep an accurate record of all gasoline delivered to the leased premises and shall permit inspection of the same by Shell upon demand.

Third. Lessee shall pay all charges connected with the operation of said premises, including all license, permit, and inspection fees, occupation and license taxes, and all water, gas, telephone, electric light and power charges assessed or charged on or against said premises, or Lessee's use or occupancy thereof, or the business conducted thereon; and in the event of Lessee's failure or refusal so to do, Shell may pay same, and the amount paid shall become an indebtedness to Shell, bearing interest at the rate of six per cent per annum. Immediately upon this lease becoming effective, Lessee shall have all meters and accounts for light, heat, water, telephone and other utilities transferred to Lessee's name.

Fourth. Lessee shall keep said premises, improvements, buildings and equipment, together with the adjoining sidewalks and entrance driveways, in good order and repair. If any of the leased property listed in Schedule "A" is lost, stolen, in need of repair or replacement, or damaged or destroyed other than by fire or other unavoidable casualty, or if any items of the leased property listed in Schedule "B" are lost, stolen, in need of repair or replacement, or damaged or destroyed by any cause or become obsolete by reason of wear and tear, Lessee shall immediately repair or replace such items, and if Lessee shall fail to do so Shell, if Shell so elects, may repair or replace such items and to charge Lessee the reasonable cost of making such repairs or, in the case of replacement, the replacement value shown in said Schedules, or if no such value is shown, the reasonable replacement value. Shell hereby acknowledges the receipt from Lessee of the sum of none Dollars (\$) as a non-interest-bearing deposit to secure the payment of any indebtedness of Lessee to Shell, whether under this lease or otherwise, and Shell may, from time to time, apply all or any part of said sum to any such indebtedness. Upon demand of Shell from time to time, Lessee shall deposit with Shell additional sums equal to any amounts so applied, Shell, at the expiration or termination of this lease or any extension or renewal hereof, shall return to Lessee any unapplied portion of the amounts heretofore or hereafter so deposited without interest. Lessee agrees that Shell may mingle the said deposit with other funds of Shell and that Shell shall not be required to maintain equivalent funds on hand. Upon any termination of this lease, Lessee shall peaceably deliver up the leased premises and property to Shell. None of the provisions of this lease shall be construed as reserving to Shell any right to exercise any control over the business or operations of Lessee conducted upon the leased premises or to direct in any respect the manner in which any such business and operations shall be conducted, it being understood and agreed that so long as Lessee shall use said premises as herein provided, the entire control and direction of such activities shall be and remain with Lessee. All notices under this lease shall be deemed sufficient if served personally or sent by registered letter or telegram and, when so sent, shall be deemed given when the letter is deposited in the mail or the telegram is filed with the telegraph company, with postage or charges prepaid, and addressed, if to Shell at and if to Lessee at Lessee's first above mentioned address, or in either case at such other address as shall have been substituted therefore by notice theretofore received.

Fifth. Lessee hereby releases, relinquishes, discharges and agrees to indemnify, protect and save harmless Shell of and from any and all claims, demands and liability for any loss, damage, injury or other casualty to property (whether it be that of either of the parties hereto or of third persons) and persons (whether they be third persons, Lessee or employers of either of the parties hereto) caused by growing out of, or happening in connection with or appertaining to, the leased premises or the condition or maintenance thereof, or Lessee's use and occupancy thereof, or the buildings, equipment or improvements located thereon, or the adjacent sidewalks and streets.

Sixth. Lessee agrees that throughout the term of this lease Lessee will, at Lessee's own expense, promptly observe and comply with all the laws, orders, regulations, rules, ordinances and requirements pertaining to the leased premises, to any use thereof, or to any activity conducted thereon, made by the Federal, State and Municipal Governments and authorities and also with the rules and requirements of all insurance companies writing policies covering the leased premises or any part thereof. Lessee shall not use the leased premises or allow them to be used for the purpose of selling or otherwise disposing of alcoholic liquors or beverages of an intoxicating nature or tendency.

Seventh. Lessee shall not mortgage or assign this lease nor sublease the whole or any part of the leased premises, without Shell's written permission. Lessee shall not make any attachments or additions to any building on the leased premises in such manner as to damage such building in any way, nor make any structural alterations therein or thereto, nor shall Lessee commit or permit any waste whatever on the leased premises and property. Nothing in this lease or letting shall be construed as conferring on Lessee the right to use Shell's trade-marks, trade names, advertising signs or devices or color schemes.

Eighth. If Lessee shall fail to make any payment of rent hereunder for ten days after the same shall fall due or shall fail to perform any of Lessee's obligations hereunder or shall violate any condition or breach any covenant herein contained, or if Lessee should enter bankruptcy, insolvency or reorganization proceedings, either voluntarily or involuntarily, or if Lessee's interest in or under this lease should be levied on or sold on execution or should, by operation of law or otherwise, become vested in any other person, firm or corporation, or if said premises or any part thereof should be taken in condemnation proceedings, then, and in any such event, Shell, at its option, may without notice immediately terminate this lease and at any time thereafter enter said premises and eject Lessee therefrom, without prejudice to other remedies. Whenever this lease shall terminate, either by lapse of time or by virtue of any of the express stipulations herein contained, Lessee hereby waives all right to any notice to quit possession and all right of redemption. Shell is hereby granted a lien upon all merchandise and other property of Lessee now or hereafter located on the leased premises, to secure the payment of rent and the full performance of all obligations assumed by Lessee under this lease. Upon default, Shell may, without court action, take possession of all such property and may sell same at public or private sale conducted after notice by publication in one issue of a newspaper circulated in the county in which the demised premises are located, such notice to state the time and place of said sale; provided, Shell may sell or purchase any and all of the merchandise at the then current prices without holding a sale as aforesaid and without notice to Lessee.

Ninth. If Shell is not the owner of the premises herein leased, then this lease and the estate hereby created are subject to all the terms and conditions of the lease or other arrangement under which Shell is entitled to possession of said premises and Lessee agrees to do nothing and to suffer nothing to be done upon the premises herein leased which if done or suffered to be done by would constitute a violation of any of said terms and conditions. If for any reason whatsoever, Shell's tenure is terminated or surrendered, this lease shall automatically terminate simultaneously therewith without notice or further act of Shell or Lessee and without any liability on the part of Shell. If, notwithstanding the continuance of Shell's tenure, Shell enters into a new lease with Shell's landlord, superseding the lease or other arrangement then in force (and regardless whether or not such new lease overlaps the term of the tenure then in force and whether the provisions thereof are the same as or different from those superseded), or if Shell assigns the lease or other arrangement under which Shell is entitled to possession of said premises, then at any time within the sixty day period beginning thirty days before the occurrence of any such event and ending thirty days after such occurrence, Shell or its successor-in-interest or assignee shall have the right and option to terminate this lease, without further liability to Lessee, by giving at least three days' notice to Lessee. Shell may, at its option, in addition to any other right of termination hereunder, terminate this lease effective at any time within thirty days prior to any termination or surrender of Shell's tenure, by at least ten days' notice to Lessee. If Shell is the owner of the premises herein leased and if, at any time during the continuance of this lease, Shell should sell or contract to sell all or part of the premises herein leased, Shell or Shell's vendee shall have the right to terminate this lease, without further liability to Lessee, by giving Lessee at least thirty days' notice of such termination. The rights and options provided by this Article shall be continuing rights and options, and failure to exercise the same at any time shall not affect the right to exercise such right or option on any subsequent occasion.

Tenth. This lease merges all prior negotiations and oral and written understandings between the parties hereto with reference to the letting of said premises and property to Lessee, and there are no other agreements, understandings, conditions or representations, oral or written, with reference to said letting to Lessee. Shell's waiver of any right or rights accruing to it by reason of any provision of this lease, or by Lessee's failure to observe and perform Lessee's obligations or covenants hereunder, shall not be construed as a waiver of any such provision or of any right or rights subsequently accruing or of any other right or rights of Shell; nor shall Shell's rights hereunder or any provisions hereof be in any way affected by any forbearance or course of dealing. This lease cancels and supersedes, as of the beginning date of the primary period hereof any prior lease from Shell to Lessee of said premises.

Eleventh. This lease and any subsequent agreement amending, modifying or supplementing this lease, or waiving or releasing any provision thereof, shall be binding upon Shell only when the same has been executed on its behalf by its Division Manager or other duly authorized representative, and an executed copy of this lease has been delivered to Lessee. Subject to the foregoing and to Articles Seventh and Eighth hereof, this lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

Executed by Shell in the presence of:

J. D. Anderson

L. M. DANIEL OIL COMPANY

By

J. M. Daniel

Signed, sealed and delivered by Lessee in the presence of:

J. M. Daniel, Jr. & Co. 97212

H. E. Wilson (Seal) "Lessee"

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Lease was filed for record the 12 day of Nov., 1952 at 8 o'clock P.M. and recorded in Deed record 190 Page 130, and the Mortgage Tax of Deed Tax of 50 has been paid in full.

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2.50

J. M. Daniel, Jr. Judge of Probate