

757
LEASE AGREEMENT

013-8128
BOOK 197 PAGE 141

Made this 24th day of October, 1958, between

Luther Washington and wife, Thelma, Washington

of RFD 1, Calera, Alabama

, as Lessor (whether one or more), and THE PURE OIL COMPANY, an 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 RFD 1, Calera County of Shelby, and State of Alabama described as follows:

A certain parcel of land in the NW 1-4 of SW 1-4 of Sec. 11, Tp. 24, R 13, East, more particularly described as follows: Commence at the South east corner of lot 11 in Block 51 according to a map of the town of South Calera, Alabama recorded in the Probate Office of Shelby County, and running thence North 258 feet along the margin of the Montgomery Avenue, to an iron stake, thence West perpendicular to said Montgomery Avenue a distance of 134 1-2 feet to an iron stake, thence South and parallel with said Montgomery Avenue a distance of 258 feet, thence East perpendicular to said Montgomery Avenue a distance of 134 1-2 feet to point of beginning.

2. To have and to hold for the period commencing on the 1st day of November, 1958, and ending on the 31st day of October, 1968, 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 commencing on the expiration of the original term and ending on the 1st day of November, 1968, 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: Thirty Five Dollars Per Month (\$ 35.00) 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 RFD 1, Calera, Alabama and to Lessee at P. O. Box 156, 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:

Luther Washington (Seal)
Luther Washington

Thelma Washington (Seal)
Thelma Washington

(Seal)

(Seal)

WITNESSES AS TO LESSEE:

J. G. Strawbridge

Charlotte E. Yeter

THE PURE OIL COMPANY. (Lessee)

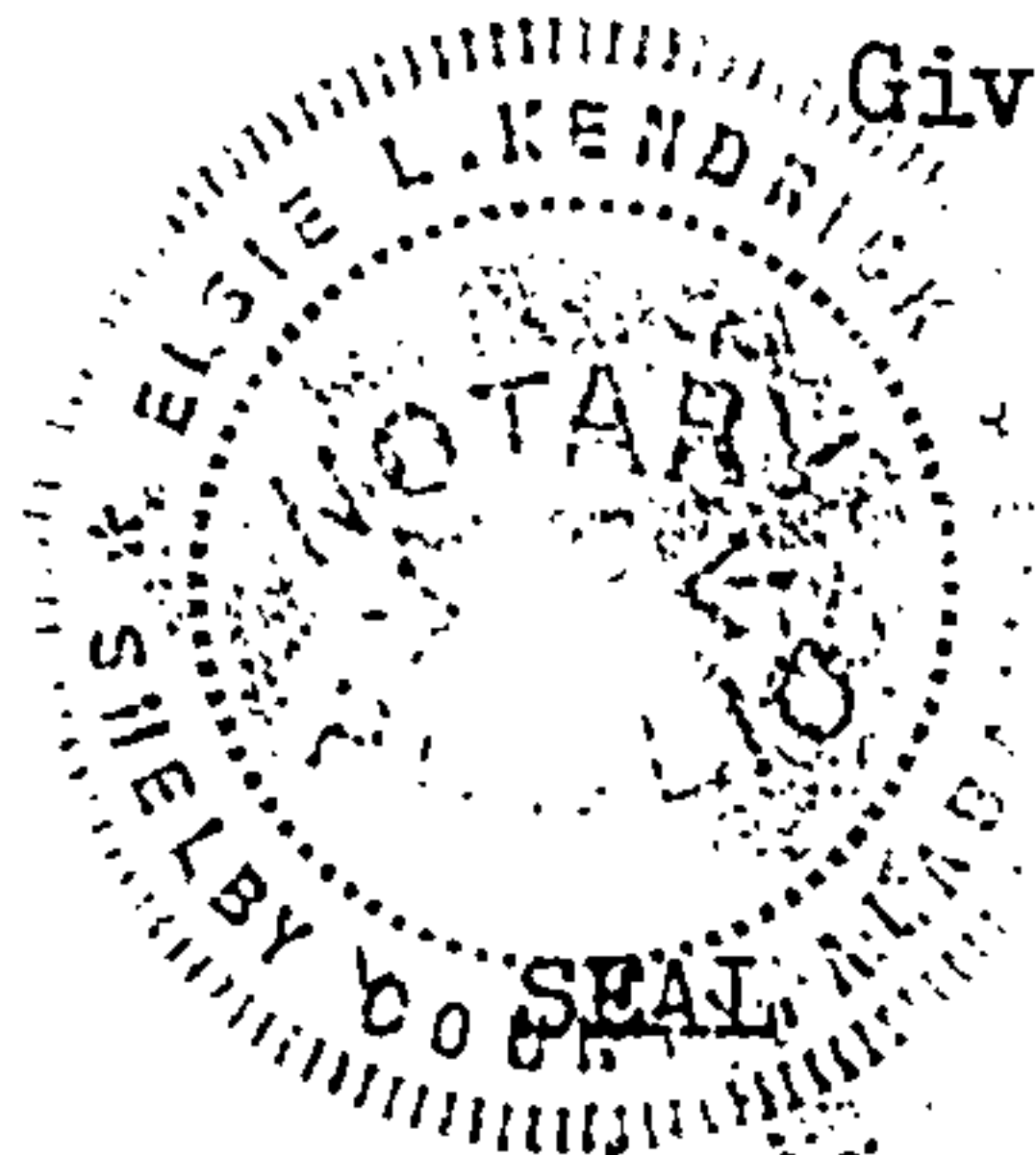
BY J. H. Shepard (Authorized Agent)

ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify, that Luther Washington and wife, Thelma Washington, whose names are signed to the foregoing Lease Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Lease, they each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of Oct, 1958.



Elsie L. Kendrick
(Title) Notary Public

✓ My Commission Expires:

July, 1962

ACKNOWLEDGMENT BY AUTHORIZED AGENT

STATE OF ALABAMACOUNTY OF JEFFERSON

} ss

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

F. G. Shepard

.....personally known to me to be Authorized Agent of THE PURE OIL COMPANY, an Ohio corporation, and personally known to me to be the same 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 11th day of November, 1958.

My commission expires:

Notary Public, Jefferson County, Ala.
My commission expires Oct. 10, 1962
Bonded by Employers Liability Assurance Corporation

Thelma Hill
Notary Public

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 J. D. Hunter

Luther Washington
Thelma Washington Owner (Seal)

Witness _____

Lien Holder (Seal)

STATE OF ALABAMA }
SHELBY COUNTY }

I, L. C. Walker, Judge of Probate hereby certify that deed was filed in this office for record the 20th day of Nov 1958 at 11 o'clock A.M. and recorded in Deed Record 197 and examined 11-26-58 and the Mortgage Tax of \$ and the Deed Tax of \$2.50 has been paid.

L. C. Walker
Judge of Probate

Fee \$ 2.50
3.50

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within deed was filed for record the 20th day of Nov 1958 at 8 o'clock P.M. and recorded in Deed Record 197 Page 14, and the Mortgage Tax of \$ and the Deed Tax of \$2.50 has been paid.

L. C. Walker Judge of Probate

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The Pure Oil Co

9-8 Dec 156

B. L. L. 1, 156

deed