

519

LEASE AMENDMENT

THIS AGREEMENT made and entered into this 13th day of September, 1962, by and between Arthur W. Davidson and wife Ellen M. Davidson, hereinafter referred to as Lessor, and THE PURE OIL COMPANY, a corporation of Ohio, hereinafter referred to as Lessee, WITNESSETH:

In consideration of One Dollar (\$1.00) cash in hand paid by Lessee to Lessor, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by Lessor, it is hereby mutually agreed that a certain written lease agreement dated the 7th day of July, 1961, entered into between Lessor and Lessee, covering certain service station premises situated on Hwy. 155, Montevallo, County of Shelby, State of Alabama, shall be and the same hereby is changed, modified and amended, in the manner and to the extend hereinafter set out, as follows:

Paragraph numbered one (1) of said lease shall be changed to read as follows:

1. Lessor hereby leases unto Lessee that certain tract or parcel of land with all buildings, structures, improvements and equipment thereon, situated on Hwy. 155, Montevallo, County of Shelby, and State of Alabama described as follows:

A parcel of land described as follows, to-wit: Beginning at the NE corner of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$, Section 11, Township 24 North, Range 12 East. Thence South 4 deg. 00 min. East 1,775.6 feet to the south right-of-way line of State Highway No. 155, thence North 47 deg. 30 min. west along the southern right-of-way line of said State Highway 591.5 feet to the point of commencing. Thence continue North 47 deg. 30 min. west 100.0 feet; thence South 42 deg. 30 min. west 100.0 feet; thence south 47 deg. 30 min. east 100.0 feet; thence north 42 deg. 30 min. east 100.0 feet to the point of commencing. Situated, lying and being in the east $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ Section 11, Township 24 North, Range 12 East.

The change, modification and amendment herein provided for shall become effective on the 13th day of September, 1962, and shall remain in full force and effect until the expiration date of said lease, as provided therein.

Except as herein changed, modified, amended and supplemented, said lease shall in all other respects remain in full force and effect and the same is hereby ratified, confirmed and approved.

WITNESS THE EXECUTION hereof on this the 18th day of Sept., 1962.

Witnesses:

[Signature]
J. K. Cunningham
V. L. [Signature]
Betty Reed

Arthur W. Davidson
Arthur W. Davidson
Ellen M. Davidson
Ellen M. Davidson Lessor

THE PURE OIL COMPANY
By [Signature]
Authorized Agent (Lessee)

ATTEST: _____
Assistant Secretary

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, in and for said county, in said state, hereby certify that Arthur W. Davidson and wife Ellen M. Davidson, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they each executed the same voluntarily.

Given under my hand and official seal, this 18th day of September, 1962.

[Signature]
Notary Public in and for Shelby County,
Alabama

SEAL

My commission expires:

March 1963

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 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 27th day of September, 1962

My commission expires:

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

[Signature]
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/24 1962
RECORDED & 5 MTG. TAX
& 5 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

[Signature]
JUDGE OF PROBATE

BOOK 222 PAGE 883