

STATE OF ALABAMA
SHELBY COUNTY

This lease, entered into on this 12th day of September, 1961, by
and between H. M. McHan and wife, Christine McHan (hereinafter called ^{Lessors or} Owners)
and H. H. Bearden (hereinafter called Lessee);

That the Lessors do hereby rent and lease unto the lessee the following
premises, including the improvements thereon:

That certain tract of land described as commencing at the 1/2 mile corner
on the east line of Section 5, Township 24 North, Range 13 East and run
thence north 6 deg. 00 min. West 1033.09 feet, more or less, to the south
right of way line of Montevallo-Calera paved highway for the point of
beginning of the lot herein described; thence run south 83 deg. 53 min.
west, along said right of way line 250 feet; thence run south and parallel
with the east line of said Section for a distance of 100 feet; thence run
east and parallel with the south right of way line of said road 250 feet
to the east line of said Section 5; thence run north along the east line
of said Section 100 feet to the point of beginning; being situated in
Shelby County, Alabama, together with right of ingress and egress thereto.

Also the following described equipment situated in the station on above
described premises:

One water can	One Lincoln Lulepak
One air hose	One grease gun complete air hose
One Black Hawk jack, model SJ26	Oil drain can adjustable 18.00
One Bubble wheel bouncer	One Tru Flate tire gauge 730 ⁰⁰ , Serial
One tireman (Coats)	# 3--61
One Marquette battery charger	One metal desk
One cash register	Four waste baskets

for occupation by Lessee for and during the term of three (3) years, to-wit, from
the 1st day of September, 1961, to the 1st day of October, 1964, at a rental of
\$60.00 a month, payable monthly at the end of each month; that is, the rent for
the month of September, 1961, will be due October 1, 1961, and will be delinquent
on October 10, 1961. It is understood and agreed that the Lessee or his sublessee
may renew said lease for an additional two (2) years at the rental shown herein
by giving the Lessors 60 days written notice of his intention to extend said lease
prior to the expiration of said 3 year period mentioned first above.

The Lessors are to pay all taxes on the property and shall maintain
the property, both real and personal, by doing any major repairs necessary thereto
and shall pay the cost of any insurance which Lessors desire to carry on the
property.

Lessee may place on the property any service station equipment he
wishes and may remove it from the property within a reasonable time after this
lease expires.

Lessee may subrent or sublease the property, but lessee shall be
responsible to the Lessors for the performance of the terms of this lease.

Lessee agrees that he will use diligent effort to see that said station is operated in a respectable manner.

It is understood and agreed that either party may cancel the lease if the improvements are so damaged or destroyed as to be unusable as a service station.

The words "Lessors" and "Lessee" include their heirs, assigns, executors and administrators.

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

H. W. Seale

J. A. Carden

LESSORS

H. M. McHan
H. M. McHan
Christine McHan
Christine McHan

LESSEE

H. H. Bearden
H. H. Bearden

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 1/27 1964
RECORDED & \$2.00 MFG. TAX
& \$2.00 OLD TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Decker
JUDGE OF PROBATE