

3337

STATE OF ALABAMA, } THIS LEASE, made this 5th day of September, 1963 by and between  
JEFFERSON COUNTY. }  
SHELBY / F.A. Chace, B.A. Chace, and George W. Chace,  
MONTGOMERY REAL ESTATE & INSURANCE COMPANY, AGENTS

(Party of the first part, hereinafter called "Lessor")

And E.A. Huffstutler and R.T. Walters,

(party of the second part, hereinafter called "Lessee".)

WITNESSETH: That the LESSOR does hereby lease and rent unto the LESSEE the following described premises, in the City of Birmingham, viz: A certain service station and other improvements located in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 24, Township 19, South, of Range 3, West, in Shelby County, Alabama, and more particularly described on the third page hereof,

for occupation and use as motor fuel service station location and not otherwise  
for and during the term of Five Years, to-wit:

From the 1st day of October, 1963 to the 30th day of September, 1968

IN CONSIDERATION WHEREOF, the LESSEE agrees to pay to said Agents for said LESSOR, AT THEIR OFFICE, ~~in Birmingham, Alabama~~ on the FIRST DAY OF EACH MONTH of said term, in advance, as rent for the premises herein leased, the sum of Three Hundred Dollars ~~FOUR HUNDRED~~ (\$ 300.00 ) per month, being at the rate of Thirty Six Hundred dollars ~~FOUR HUNDRED~~ (\$ 3,600.00 ) per annum.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS, AND COVENANTS:

1. The Lessor covenants to keep the Lessee in possession of said premises during said term; provided, however, that the Lessor
2. shall not be liable for the failure or inability of the Lessee to obtain possession thereof unless such failure or inability be due solely
3. to the acts of the Lessor.
4. Nothing herein contained shall be construed as a warranty that said premises are in GOOD CONDITION or FIT or SUITABLE
5. for the use and purposes for which they are hereby let.
6. The Lessor shall not be REQUIRED to make any repairs or do any work on or about said premises or any part thereof, or
7. on any premises connected therewith, but not hereby leased, unless and only to the extent hereinafter set out. However, the Lessee
8. hereby gives the Lessor, or said Agents, the right to enter said premises at any reasonable hour to make such repairs and to do
9. such work on or about said premises as Lessor may be lawfully required to make, or deem necessary. The Lessee hereby gives the
10. Lessor, or said Agents, the right to VISIT and INSPECT said premises at all reasonable times and to show said premises to prospective
11. tenants or purchasers, and to display "For Rent" and "For Sale" signs on or about said premises at any time.
12. The Lessee herein agrees NOT to make any ALTERATIONS in said building or premises, or on about any premises connected
13. therewith, but not hereby leased, nor to paint upon or attach any signs, wires or other material, other structure, apparatus or
14. radio antennae without the written consent of the Lessor, or said Agents.
15. The Lessee further agrees with the Lessor: That light housekeeping shall not be permitted or suffered in said premises and
16. that only the kitchen shall be used for cooking without the written consent of said Lessor or his agents, that the Lessee will
17. replace all glass broken and keys lost or broken, if, and when broken and lost, will pay all bills for water, gas and elec-
18. tricity used on or about said premises to take good care of said premises, commit no waste of property or permit same to
19. be done, and to keep in good condition all water closets, lavatories, fixtures and other plumbing and all electrical wires and fixtures,
20. and to clear all sewers that may become stopped; that Lessee will promptly repair and make good all injury or damage to said
21. premises caused by the Lessee, members of Lessee's family, or any other person or persons on or about said premises, and that
22. failing so to do the Lessor, by giving five days notice to the Lessee, may repair and make good the same at the cost of the Lessee,
23. and such cost shall be considered as additional rent for said premises, secured by landlord's lien, and that the Lessee will pay the
24. Lessor on the first day of the month following the month in which the same were incurred by the Lessor; that the Lessor shall
25. have a lien upon all goods, furniture and effects and fixtures of the Lessee on said premises, or to be placed thereon during said
26. term, for the rent for the full term hereof and for any other amounts owing or accruing hereunder, in addition to the statutory
27. landlord's lien.
28. In the event the Lessee fails to pay any one or more of said installment of rent, or any other amount owing or accruing here-
29. under, as and when due, or if the Lessee removes, or attempts to remove, or permits to be removed from said premises, without
30. the written consent of the Lessor or his agents, any of the goods, furniture, effects or other property of the Lessee brought thereon,
31. without first paying in full all rent herein reserved for the entire term, or if an execution or other legal process is levied upon
32. said goods and chattels, or upon the interest of the Lessee in this lease, or if a petition in bankruptcy is filed by or against
33. Lessee, or an assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, or if the
34. Lessee uses or permits any part of the premises to be used for any immoral, illegal or purpose prohibited by State, County, City or
35. Federal Laws, or if Lessee uses or permits the same to be used for any other purpose than for which the premises are hereby let,
36. or if the Lessee vacates before the expiration of said term without the written consent of the Lessor or his agents, or if the Lessee
37. fails to allow Lessor, or Agents, to show said premises, or if Lessee violates any of the other terms, conditions or covenants
38. herein contained, then, and upon the happenings of any one or more of said events, Lessor or his agents may, at their option,
39. mature and make due and payable, all rent reserved herein, immediately upon giving written notice to said Lessee. The Lessor or his
40. agents may, whether the above option is exercised or not, terminate this lease upon the happenings of any one or more of the
41. above events, and may upon giving twenty-four hours written notice to Lessee terminate this lease, re-enter, take possession and re-let
42. said premises. The said rights of the Lessor or his agents to mature said rents and to terminate this lease, as above provided,
43. shall be and remain in full force and effect continuously after the happenings of any one or more of the said events, and the failure of
44. Lessor or his agents to exercise said rights, or either of them, shall not be deemed a waiver or relinquishment thereof. No re-entry
45. hereunder shall bar the recovery of rent or damages for breach of any of the terms, conditions or covenants on the part of the
46. Lessee herein contained. The receipt of rent after breach or condition broken shall not be deemed a waiver or forfeiture or a waiver of
47. the right of the Lessor or his agents to terminate said lease, to re-enter or re-let said premises.
48. If the Lessee vacates said premises before the expiration of said term, without the written consent of the Lessor or his agents,
49. the Lessor or his agents may re-enter, and re-let same, from time to time, without notice to the Lessee, as the Agent of Lessee, and
50. such re-entry and re-letting shall not discharge the Lessee from any liability for rent nor from any of the terms, conditions or
51. covenants of this lease; and the Lessee shall make good to the Lessor the difference, if any, between total as provided in the within
52. contract and the total rental collected and remitted from such sub-tenant or tenants.
53. Lessor may terminate this lease upon the expiration or termination of any terms for which Lessor or his agents may re-let the
54. same as Agent of the Lessee, by giving two days notice therefor to the Lessee in writing.
55. The Lessee shall not under-lease, sub-let or sub-rent said premises, or any part thereof, or transfer or assign within lease, without
56. the written consent of the Lessor or his agents. Each transfer and assignment, and each sub-letting or renting of said premises, unless
57. the written consent of the Lessor or his agents be first obtained, shall be and is null and void, at the option of the Lessor or his
58. agents. It is expressly understood and agreed that the Lessee is NOT RELEASED from any liability for rent or from any of the
59. conditions and covenants of the within contract when so transferred.
60. THIS LEASE SHALL BECOME NULL AND VOID in the event the said building should be entirely destroyed or rendered
61. entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty, beyond the control

(Page 2 on the reverse side hereof).

See Extension & Modification of Lease Deed Book 255 page 466

See Assignment of Lease in Deed Book 229 p. 865  
BOOK 229 PAGE 859



99. or other legal process under the Constitution and Laws of the State of Indiana or any other State of the United States  
100. The Lessor hereby reserves the right to cancel this lease by giving the Lessee 30 days' written notice prior to such cancellation to occur  
101. x x x x x made at which time the Lessee shall pay the balance of the rental due.  
102. x x x x x IN WITNESS WHEREOF we have hereunto set our hands in duplicate the day and year first above written.

The lessee will pay all sewer rents or charges becoming due during the term of this lease and chargeable against the leased premises, levied under authority of Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949, as soon as such charges become due. If the tenant fails to pay such sewer rental or charges as soon as they become due, the Lessor may at the option of the Lessor, pay such sewer rents or charges and such items so paid by the Lessor shall be repaid to the Lessor by the tenant immediately, and shall bear interest from date of payment by the Lessor to the date of re-payment by the Lessee at six percent (6%) per annum, and shall become a part of the rent due under the lease, in addition to the regular rental charge. Any failure of the tenant to pay the assessment or to repay the landlord for such sewer rent or charges shall be a default in the payment of rent called for by this lease.

[illegible]

APPROVAL OF OWNER

The premises described in within contract is owned by the undersigned, who hereby ratifies and approves the execution of this lease by Montgomery Real Estate & Insurance Company, Agents, and in consideration of the securing of said tenant the undersigned hereby for himself, his heirs and assigns the said Montgomery Real Estate & Insurance Company, Agents, their heirs, assigns and assigns shall have during the term of this lease or any renewal, extension or redelivery thereof the right to collect all taxes and assessments and to receive all rents and royalties and to execute all necessary instruments to carry out the purposes of this lease and to purchase or otherwise acquire within the property of the existence of within contract and to make and to subject

Notwithstanding the provisions of lines numbered 55 through 59 of this lease, the Lessees shall have the right to sub-lease or assign this lease to Huffstutler-Walters Oil Company, Inc. and/or Crown Central Petroleum Corporation without the further consent of Lessors upon condition that Lessees are not released from any liability for rent or from any of the conditions and covenants of the within lease when so transferred.

George W. Chace  
J. G. Chace  
W. Chace

R. J. Walters  
Ch. Huffstutler



Lessees are hereby granted the right and option of first refusal to rent said property, provided the Lessors named herein are then the owners of said real property, at expiration of the rental term herein provided for, and for an additional term of five years from the expiration of the rental term herein provided for, at whatever rental the Lessors are then willing to accept for said property, but conditioned however, upon Lessees first giving to Lessors, provided they are then the owners of said real property, a ninety (90) days written notice served on Lessors at least ninety (90) days prior to the expiration of the present rental term, of their desire to continue on as tenants of said property.

It is agreed that the Lessors may make improvements to their other real property abutting the leased premises on the South, West and North, but that said property shall not be used as a service station site during the term of this lease. Lessors reserve the right to use jointly with the Lessees the road approaches to the leased premises, and Lessees agree that they will not close, block or obstruct the view of and access to Lessors property to the South, West and North of the leased premises, and that they will permit reasonable access at all times to said other properties of Lessors, by means of said road approaches, both to Lessors, and any other tenants of Lessors.

The property hereby leased is described as follows:

Part of the Northeast Quarter of the Southeast Quarter of Section 24, Township 19, South, of Range 3, West, in Shelby County, Alabama, and located on the West side of U.S. Highway #31, and South of Cahaba River, and described as commencing at a point at the South end of the concrete bridge crossing the Cahaba River, where the Westerly line of the paved highway touches same; thence Southeasterly along the Westerly line of said paved part of said highway, a distance of 245.5 feet; thence from this last mentioned point, which is the point of beginning of the leased premises, turn an angle to the right of 105 degrees 20 minutes and go 194.5 feet; thence an angle to the left of 100 degrees 42 minutes, go in a Southerly direction 298.5 feet; thence to the left in an Easterly direction, at an angle of 80 degrees 33 minutes go 43.8 feet to a point; thence to the right, at right angles, and in a Southerly direction, go 97.3 feet; thence to the left and in an Easterly direction, at an angle of 86 degrees 55 minutes, go 297.4 feet, more or less, to a point on the Westerly line of said paved Highway strip; thence Northerly along the Westerly line of said paved Highway strip, go 384.9 feet to the point of beginning, also, A lot 50 feet by 50 feet in size, along the Westerly line of the above described parcel, where the small frame house is located.

There is excepted, however, from the above described properties, that part of same which is located within the right of way of U.S. Highway #31, as now located.

The property hereby leased includes the service station building, gasoline and oil tanks, and all plumbing, electric, gas, oil and water conduits, and all fixtures and appliances as were supplied by the Lessors in the original agreement between the parties, and dated June 1, 1956.

Lessees agree to take good care of the leased premises, and to keep the grounds and premises in a neat, presentable condition, free from trash and debris, and agree to maintain the improvements and equipment in good working order, and in good condition, including the rest rooms in the service station building, and up to the grade as at the beginning of the original term of tenancy, reasonable wear and tear excepted.

Lessees agree that they will keep said service station in operation and open for business at least twelve (12) hours per day, seven days a week, during the term of this lease, unless prevented from so doing by a strike of their own employees employed at said station.

Forgoing covenants and agreements on the part of the Lessees are in addition to the covenants and agreements binding upon them by the printed part of this lease. It is agreed between the parties, that if the Lessees have kept and performed agreements herein made by them



to the end of said rental term, that Lessees may remove all additional equipment, machinery and appliances placed on the leased premises by them.

Ruth Chace, the wife of B.A. Chace, and Dorothy Chace, the wife of F.A. Chace, and Irene Chace, the wife of George W. Chace, have joined in the execution of this lease, for the purpose of evidencing a release of dower rights as to this lease, in said property, and for no other purpose.

IN TESTIMONY WHEREOF, the Parties hereto have hereunto set their seals and signatures, and executed this agreement in duplicate, all of same being originals, on this the day and year first above written.

F.A. Chace (SEAL).  
(F.A. Chace).

Dorothy Chace (SEAL).  
(Dorothy Chace).

B.A. Chace (SEAL).  
(B.A. Chace).

Ruth Chace (SEAL).  
(Ruth Chace).

George W. Chace (SEAL).  
(George W. Chace).

Irene Chace (SEAL).  
(Irene Chace).

E.A. Huffstutler (SEAL).  
(E.A. Huffstutler).

R.T. Walters (SEAL).  
(R.T. Walters).

WITNESSES:

[Signature]

Grace A. Walters

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, C. B. Haccumson, a Notary Public, in and for said County, in said State, do hereby certify that F.A. Chace and wife Dorothy Chace, B.A. Chace and wife Ruth Chace, and George W. Chace and wife Irene Chace, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said lease, they executed the same voluntarily on the day the same bears date.

Witness my hand and official seal this the 30th of November 1963.

C. B. Haccumson  
Notary Public.

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, Grace A. Walters, a Notary Public, in and for said County in said State, do hereby certify that E.A. Huffstutler and R.T. Walters, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said lease, they executed the same voluntarily on the day the same bears date.

Witness my hand and official seal this the 23rd of November 1963.

Grace A. Walters  
Notary Public.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
3/26/68  
RECORDED & MTG. TAX  
& \$5.00 TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE