



THE PURE OIL COMPANY

CANCELLATION OF LEASE AGREEMENT

(Lease to Pure)

WHEREAS, on the 1st day of August, 1952, a certain written lease agreement was made and entered into by and between J. K. Cunningham and wife Mary E. Cunningham

as lessor, and THE PURE OIL COMPANY, an Ohio corporation, as lessee, covering certain premises situated in the City of Montevallo, County of Shelby, and State of Alabama, described as follows:

The East Seventy-five (75) feet of Lot No. Twenty-five (25) in the town of Montevallo, according to the original plan of said town as recorded in the office of the Probate Judge of Shelby County, Alabama, that is to say all of our undivided interests in and to that lot particularly described as follows to-wit: Beginning at the Easternmost corner of said lot No. Twenty-five (25) running thence northwesterly along the southwest margin of Vine Street a distance of seventy-five (75) feet, thence perpendicular to said Vine Street, a distance of seventy-seven (77) feet, more or less to the "Kroell Lot" thence southeasterly along the line of said "Kroell Lot", and parallel with Vine Street, seventy-five (75) feet to the margin of Broad Street, and thence northeasterly along the margin of Broad Street, to the point of beginning, a distance of seventy-seven (77) feet more or less.

said lease agreement being recorded in Deed Record 155, page 472, in the office of the Recorder or Register of Shelby County, Alabama; and

WHEREAS, the term of said lease agreement, and any amendments thereof or supplements thereto, has not expired, but it is mutually desired to cancel and terminate same as hereinafter set out.

NOW, THEREFORE, in consideration of One Dollar cash in hand paid by each party to the other, and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, parties to and or having the present interests in said lease agreement, and any amendments thereof or supplements thereto, do hereby

mutually agree that the same shall be and hereby is cancelled and terminated as of the 1st day of May, 1965, and from and after such date of cancellation and termination each party shall be released and discharged

of all further obligations thereunder, but such cancellation and termination shall not release or discharge any party from any obligations that have accrued thereunder prior to such cancellation and termination.

The Recorder or Register of the aforesaid County and State is hereby authorized and directed to release and discharge the aforesaid lease agreement, and any amendments thereof or supplements thereto, on the records in his office.

WITNESS the execution hereof on this the 22nd day of June, 1965.

Signed and acknowledged in the presence of:

J. K. Cunningham

J. K. Cunningham (Seal)
Mary E. Cunningham (Seal)
Mary E. Cunningham (Seal)
Mary E. Cunningham (Seal)

Signed and acknowledged in the presence of:

J. C. S. S. S.
J. C. S. S. S.

THE PURE OIL COMPANY

By J. C. S. S. S.
J. C. S. S. S.

Business Manager

Title

ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, in and for said County, insaid State, hereby certify that J. K. Cunningham and wife Mary E. Cunningham, 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 on the day the same bears date.

Given under my hand and official seal this 22 day of June, 1965.

James P. Miller
Notary Public

My commission expires:

7-18-1969

ACKNOWLEDGMENT OF LESSEE

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 29th day of June, 19 65.

W. H. Miller
Notary Public

My commission expires:
Notary Public, Jefferson County, Alabama
My commission expires Oct. 4, 1966
Bonded by Employers Liability Assurance
Corporation

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/10
2/10 1965
RECORDED & INDEXED
PD. ON 11-1-65
C. H. Miller
JUDGE OF PROBATE

BUCK 236 124 450

1-5-1964
8-2-1966
The Pure Oil Co.