

1833

LEASE

THIS LEASE, dated February 15, 1963, between J. B. Baker of Sterrett, Alabama, (herein called "Lessor", whether one or more) and H & H Oil Company with offices at P. O. Box 166, Mt. Olive, Alabama (herein called "Lessee"),

WITNESSETH:

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described land, situated in County of Shelby, State of Alabama:

Property leased is that portion of J.B. Baker's property known as Baker's Service Station located on Highway # 280 So. Leased portion of property to include only that part commonly used as the Service Station premises. Lease does not include the driveway to a residence or the driveway to a vacant lot located to the rear of the service station buildings. These driveways are located on the North and the South boundary lines of the leased property.

together with all of Lessor's buildings, improvements, equipment and other property now or hereafter located thereon, herein collectively called "The Premises", including "Exhibit" A. All property shall be accepted as in good condition and returned to Lessor in good condition other than normal wear and tear.

2. The term of this lease shall be a primary period beginning on February 15, 1963 and ending on February 14, 1964, with two (2) one (1) year options at same terms and conditions, and shall continue from year to year thereafter; but either Lessor or Lessee may terminate this lease at the end of the primary period or any subsequent Lease Year by giving the other at least thirty (30) days' written notice.

3. RENT. H & H Oil Company shall pay, as rent, each calendar month, the sum of one hundred twenty-five and no/100 - - - Dollars (\$125.00), by check to the order of J. B. Baker, or in the event of his death, to Mildred G. Baker, or in the event of both the death of J. B. Baker and Mildred G. Baker then to Elizabeth Kratz and Franklin B. Baker jointly. Rent shall be due the 1st day of each calendar month, payable in advance before the 15th of each month.

4. Lessee may use the premises for any lawful purpose; may paint all or any part of the premises in colors of Lessee's selection; may install on the premises any additional improvements and equipment, may at any time during, and within fifteen (15) days after any termination of, this lease or any tenancy thereafter, provided rent payments are paid, remove any improvements and equipment installed or placed on the premises, or acquired, by Lessee at any time; and may assign this lease or sub-lease all or any part of the premises. If Lessor's title or right to receive rent hereunder is disputed, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Lessee may withhold rent thereafter accruing until furnished proof satisfactory to it of the party entitled thereto.

5. Lessor shall pay all property taxes and assessments on the premises

6. If, without Lessee's fault, the operation on the premises of an automotive service station, or the use of the premises thereof, is prevented, limited or impaired by any act or omission of any Governmental authority, or becomes illegal, Lessee may terminate this lease by giving Lessor at least thirty (30) days' notice.

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7. REPAIRS - REPLACEMENTS. Lessor shall repair or replace any of the buildings, improvements ~~xxxxxxxxxxxx~~ damaged or destroyed by any cause other than H & H Oil Company's negligence, or by fire or explosion whether or not caused by H & H Oil Company's negligence. If the premises are rendered wholly or partially unfit for occupancy by any such damage or destruction, or if, for any reason other than H & H Oil Company's negligence, possession or beneficial use of the premises is interfered with, the rent shall abate until the premises are fully restored to fitness for occupancy or such interference has ceased.

8. Lessee shall maintain the premises and leased equipment in good condition and repair for the sum of Seventy-five and no/100 - - Dollars (\$75.00) per year, sum to be deducted from the rent due each February 1st. Beginning the year 1964.

9. INDEMNITY. Lessee shall indemnify ~~xxxxxxxxxxxx~~ against any and all claims, suits, loss, cost and liability on account of injury or death of persons or damage to property, or for liens on the premises, caused by or happening in connection with the premises (including the adjacent sidewalks and driveways) or the condition maintenance, possession or use thereof or the operations thereon.

10. Notices hereunder shall be in writing and addresses to the party for which intended at such party's address first herein specified or at such other address as may be substituted therefor.

11. This lease merges and supersedes all prior negotiations, representations and agreements, and constituting the entire contract, concerning Lessor's leasing of the premises to Lessee and the consideration therefor. This lease shall be binding on and inure to the benefit of the heirs, administrators, executors, and administrators of the Lessee.

IN WITNESS WHEREOF, this lease is executed as of the date first herein written.

WITNESSES:

J. B. Baker "Lessor"

Mildred G. Baker

WITNESSES:

W. E. Dyer

Burnie McQueen

Mike Malden

H & H OIL COMPANY

STATE OF ALABAMA)
COUNTY OF JEFFERSON) SS.

I, Aileen M. Badgley, a Notary Public in and for said County in said State, hereby certify that J. B. Baker, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of said instrument, he executed the same voluntarily, on the day the same bears date.

I further certify that Mildred G. Baker, named in the foregoing instrument, known to me to be the wife of J. E. Baker, named in the foregoing instrument, who, being examined separate and apart from her husband, attaching her signature to said instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, threat or compulsion of or from her said husband or any other person, and that she still voluntarily assents thereto.

Given under my hand and seal of office this 6th day of February, 1963.

My Commission expires: 10/10/66

Aileen M. Badgley
Notary Public

J.B.B.
m. & B.
J.B.B.
m. & B.
J.B.B.
m. & B.
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I, Aileen M. Badgley , a Notary Public, in and for said
County in said State, hereby certify that Burnie Higginbotham , whose
name is signed to the foregoing instrument, and who is known to me, acknowledged
before me on this day that, being informed of the contents of the instrument,
executed the same voluntarily, on the day the same bears date.

Given under my hand and seal of office this 6th day of February
1963 .

My Commission expires:
10/10/66

Aileen M. Badgley
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON) SS.

I, Aileen M. Badgley , a Notary Public, in and for said
County in said State, hereby certify that Mike Holdsonback , whose
name is signed to the foregoing instrument, and who is known to me, acknowledged
before me on this day that, being informed of the contents of the instrument,
executed the same voluntarily, on the day the same bears date.

Given under my hand and seal of office this 6th day of
February 1963 .

My Commission expires:
10/10/66

Aileen M. Badgley
Notary Public

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EXHIBIT A

- 1 - Burroughs Cash Register
- 1 - Burroughs Adding Machine
- 3 - Sets Shelving
- 1 - Gas Heater
- 1 - Stool
- 1 - Well Pump
- 1 - Typewriter Desk and Chair
- 1 - Electric Clock
- 1 - Filing Cabinet
- 1 - Five Tire Rack
- 1 - Alemite Grease Gun
- 1 - Transmission Lub Gun
- 1 - Tire Breaker
- 1 - Spark Plug Cleaner
- 1 - Air Hose & Chuck
- 1 - Drink Box
- 2 - Glass Show Cases
- 1 - Fire Extinguisher
- 1 - Wheel Balancer
- 1 - Shell Rotating Sign

It is agreed that Lessor is not obligated to repair or replace any of the equipment listed in Exhibit A except the Electric Well Pump should any of the listed equipment be destroyed by any cause .

