

See Release of Expired Lease Miss. Bk 30 Pg 517 (4-25-79)

6649

FORM 209 54 P. 29 9-61



THE PURE OIL COMPANY

A DIVISION OF UNION OIL COMPANY OF CALIFORNIA

LEASE AGREEMENT

Made this 26th day of April, 1966, between

Lesley Hayes and wife, Frances Laveana Hayes

of Montevallo, Alabama, as Lessor

(whether one or more); and THE PURE OIL COMPANY, an Ohio corporation, as Lessee,
WITNESSETH: A Division of Union Oil Company of California

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

Lots 5, 6, 7, 8 and 9 in Block 1 and also West Drive and 2 alleys in West Manor Addition to the Town of Montevallo according to survey and map recorded in Map Book 3, Page 60 in the office of the Probate Judge of Shelby County, Alabama; said property being described as follows: Begin at a point on the west line of Montevallo & Calera Street 609½ feet southwesterly of the place where said street crosses the south right of way line of the Southern Railway, said point of beginning being the southmost corner of Lot 4 in Block 1 of said subdivision; from said point of beginning run perpendicular to said street and along the southwesterly line of said Lot 4 a distance of 409 feet, more or less, to the right of way of the Southern Railway; thence along same in a southwesterly direction 299.5 feet to the northmost corner of Lot 6 in Block 2 of said subdivision; thence in a southeasterly direction and along the northerly lines of Lots 2, 3, 4, 5, 6 in said Block 2 a distance of 569.7 feet, more or less, to the west line of said Montevallo and Calera Street; thence along same in a north-easterly direction 255 feet to point of beginning; being situated in the SE¼ of NE¼ and in the NE¼ of SE¼ of Section 4, Township 24, Range 12 East.

SK
2/28

BOOK 243 PAGE 174

2. To have and to hold for an original term commencing on the 26th day of April, 1966, and ending on the 25 day of April, 1971, and for an extended term of None years from and after the end of said original term. Lessee is hereby granted the option of cancelling this lease at any time during the original or extended term, by giving Lessor sixty (60) days written notice thereof, and upon such cancellation Lessee shall be released from any further rental payments or other obligations hereunder.

3. Lessee agrees to pay as rent for said premises: Fifteen and no/100 Dollars (\$15.00) per month, payable in advance on or before the 1st day of each month.

4. Lessor agrees to maintain the buildings, structures, improvements and equipment hereby leased in good condition and repair.

5. All structures, gasoline tanks, including those which may be underground, pumps, air compressors, and other equipment which may be, or which heretofore have been erected, installed or placed upon said premises by Lessee, or a former Lessee, the title thereto having vested in Lessee, are to remain and be the property of Lessee, and Lessee is to have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, and within thirty (30) days thereafter.

6. Lessee shall have the right to paint any buildings and improvements of Lessor upon the leased premises in accordance with the color scheme or combination now or hereafter used by Lessee at its service stations generally.

7. Lessee shall have the right to assign this lease or sublet the premises.

8. If Lessor, at any time during the term of this lease or any extension hereof, receives one or more bona fide offers from third parties to purchase the demised premises, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lessee shall have thirty (30) days from and after the receipt of such notice from Lessor in which to elect to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. Lessee's failure to so purchase shall not affect this lease.

9. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for all options herein granted by Lessor to Lessee.

10. Any notices under this lease shall be delivered to Lessor at Montevallo, Alabama and to Lessee at P.O. Box 156, Birmingham, Alabama or such other address as the parties may from time to time designate in writing. Notice may be given by mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.

11. This lease cancels and supersedes any other agreement between the parties hereto with reference to the possession of the leased premises by Lessee, but shall not be binding on Lessee unless executed by a duly authorized officer or agent of Lessee.

WITNESS the execution hereof the day and year above first written.

WITNESSES AS TO LESSOR:

J. P. Nelson

Lesley Hayes (SEAL)
Frances Laveana Hayes (SEAL)
Lesley Hayes
Frances Laveana Hayes

WITNESSES AS TO LESSEE:

Paulie D. Hitchcraft
James D. Dasher

Lessor
THE PURE OIL COMPANY Lessee
BY J. J. Hopcraft Division Manager
Title
PR

ACKNOWLEDGMENT OF LESSOR

The State of Alabama
County of Shelby

I, the undersigned authority, in and for said county, in said state, hereby certify that Lesley Hayes and wife, Frances Laveana Hayes, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 27 day of April, 1966.

My Commission expires:

June - 1968

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

Seal

ASSENT OF OWNER OR LIEN HOLDER

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned owner of and/or holder of a lien on the premises described herein, having read the foregoing lease agreement, and being familiar with the same, does hereby consent to paragraph numbered 5 thereof, and agrees that all of such equipment and facilities shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any rent or other obligations due or to become due, and that Lessee, its successive successors or assigns, may enter upon said premises with such agents and appliances as it may deem necessary and remove any or all such equipments and facilities at any time without notice or legal process, and said lease shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

Witness [Signature]

[Signature] Owner (Seal)
[Signature] Lesley Hayes (Seal)
[Signature] Frances Laveana Hayes (Seal)
Lien Holder (Seal)

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/10/66

RECORDED & INDEXED
100
DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

ACKNOWLEDGMENT OF LESSEE

STATE OF ALABAMA

COUNTY OF JEFFERSON

[Signature]
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said county, do hereby certify that F. G. Shepard personally known to me to be Division Manager of PURE OIL COMPANY, A DIVISION OF UNION OIL COMPANY OF CALIFORNIA, a California 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 division manager he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said PURE OIL COMPANY, A DIVISION OF UNION OIL COMPANY OF CALIFORNIA 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 18th day of May, 1966.

[Signature]
Notary Public

My commission expires:

Notary Public, Alabama State at Large
My commission expires Oct. 20, 1969
Notary Public Indemnity Co. of N. Y.

BOOK 243 PAGE 176

(1018)

400

200

100

Alam 1

B&L 156

Al 1 3

No Price