

5535
STATE OF ALABAMA)

SHELBY COUNTY)

THIS LEASE made and entered into on this 1st day of October 1971, by and between PRESTON MOORE and wife, GERDES MOORE (hereinafter called Lessors), and BESSEMER OIL COMPANY, a corporation, (hereinafter called Lessee), in which it is mutually agreed as follows:

1. Lessors hereby lease and rent unto Lessee the following premises situated in the unincorporated town of Westover, in Shelby County, Alabama:

Commence at the Southwest corner of the SW 1/4 of SW 1/4 of Section 21, Township 19, Range 1 East, and run East 80 feet for the point of beginning; thence continue East 84 feet 5 inches, thence North 10 feet to the South line of the right of way of U. S. Highway 280, thence West along the South right of way line of U. S. Highway 280 a distance of 83 feet 5-1/2 inches, thence South 20 feet to point of beginning.

ALSO, commence at the Northwest corner of NW 1/4 of NW 1/4 of Section 28, Township 19, Range 1 East, and run East 80 feet for the point of beginning; thence run South 63 feet 5-1/2 inches, thence East 62 feet 5 inches, thence Northerly 77 feet 11 inches to a point on the North line of said Section 28, which is 83 feet 5-1/2 inches East of the point of beginning, thence West along such north line of Section 28, a distance of 83 feet 5-1/2 inches to the point of beginning.

ALSO, a 60 x 100 foot rectangular tract of land lying South of and abutting on the last above described tract, running 60 feet in an east-west direction and 100 feet in a north-south direction.

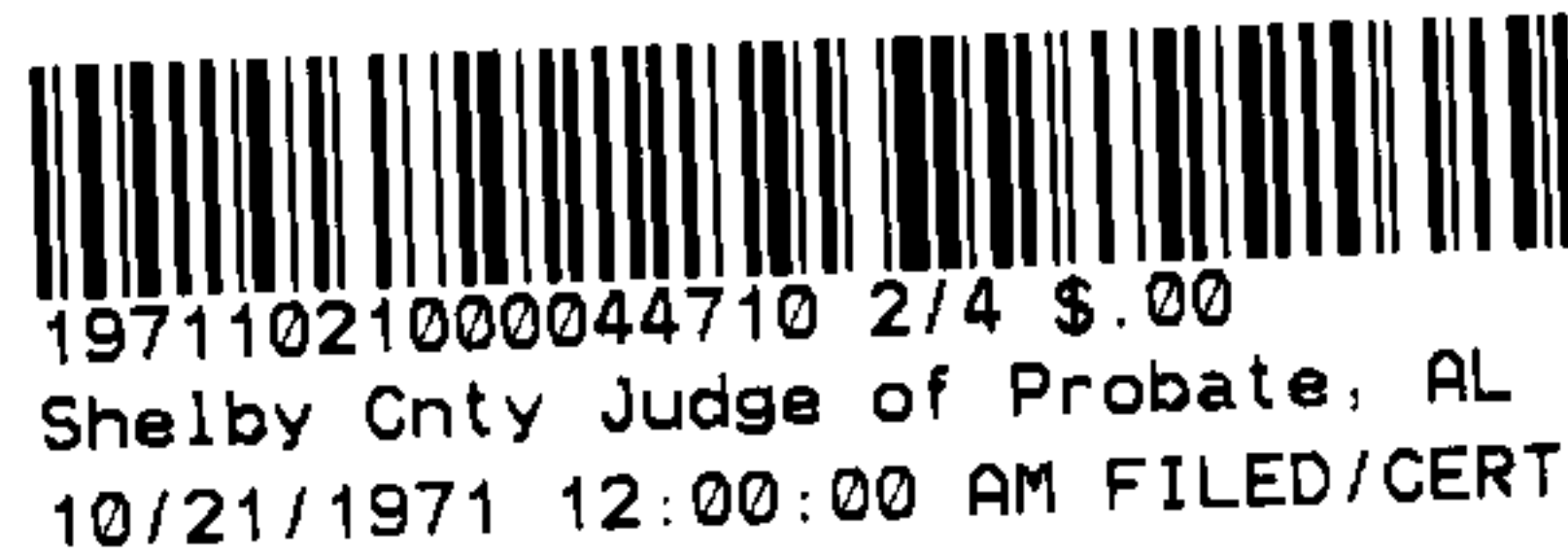
for use and occupancy by Lessee as an automobile service station and general merchandise store, for and during the term of five (5) years, to wit: from the 1st day of October 1971, to the 1st day of October 1976.

IN CONSIDERATION WHEREOF, Lessee agrees to pay Lessors on the first day of each month of said term, the sum of Ninety Dollars (\$90.00) as rent for said premises.

Lessee shall have the privilege of renewing this lease for



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three (3) additional terms of five (5) years each for the same rental and on the terms and conditions herein set forth, provided Lessee shall notify Lessors in writing of its intent to renew at least thirty (30) days prior to the expiration of this lease, or 30 days prior to the expiration of any extension thereof.

If Lessee shall fail to pay any instalment of rent as herein provided or violate any other term or condition of this lease, and such default shall continue for thirty (30) days after Lessors shall have given written notice to Lessee of such default, Lessors may thereupon immediately and without further notice terminate this lease.

It is understood and agreed that Lessee is now constructing, at its expense, a building and certain other improvements on the leased premises. During the original term of this lease such building shall be and remain the property of Lessee with the right in Lessee to remove the same at any time. At the expiration of the original five (5) year term of this lease the title to such building shall vest in Lessors and thereafter if this lease is renewed, Lessee's only interest in such building shall be as lessee thereof under this lease. Lessee is installing a 6000 gallon gasoline storage tank, signs, gasoline pumps, compressor and other fixtures and equipment on the premises. These items of property shall remain the property of Lessee and Lessee shall have the right to remove the same at any time during the term of this lease or any renewal thereof, or within thirty (30) days after the expiration or termination of this lease, or any renewal. If, during the original term of this lease, Lessor, under the provisions hereof, shall be entitled to and shall terminate for a default by Lessee, title to the building erected by Lessee shall thereupon vest in Lessors, but Lessee shall have the right to remove its gasoline storage tank, pumps, compressor, signs and other fixtures

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and equipment placed thereon by Lessee.

Lessors agree to pay all ad valorem taxes on the leased premises during the term of this lease and any renewal, and also agree that the building erected by Lessee on the premises shall be kept insured for its replacement value under a fire and extended coverage policy of hazard insurance in a company qualified to write such insurance in Alabama. Lessors shall pay all premiums for such insurance and during the original term of this lease, when title to the building is in Lessee, Lessee shall be shown in the policy as the insured. Subsequent to the vesting of title to the building in Lessors, Lessors shall be shown as the insured. If the building shall be damaged or destroyed by one or more of the hazards insured against the proceeds from the insurance shall be used to repair or restore the building and the party to whom the insurance proceeds are paid agrees to promptly repair or restore the building.

It is further understood and agreed that there is now a mortgage on the leased premises heretofore executed by Lessors, and Lessors do hereby agree that if a default should occur under the terms of said mortgage, thereby subjecting the same to foreclosure, and Lessors do not promptly remedy such default after the mortgagee has notified lessors that foreclosure will be made, Lessors will convey said real estate to Lessee without any further consideration than the agreement of Lessee to assume the then existing mortgage indebtedness, or, if the mortgage has been foreclosed, will assign their statutory right of redemption to Lessee without any further consideration. Lessors agree that they will not allow said mortgage to become in default, but if it does, Lessors will promptly notify Lessee.

In either event, if the premises or the statutory right of redemption are conveyed to Lessee, Lessee agrees that it will convey the premises to Lessors at any time within three years there-



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after upon payment to it by Lessors of all sums which it may have paid on the mortgage indebtedness or to redeem from a foreclosure.

Lessors agree not to encumber said premises, other than for the presently existing mortgage, during the term of this lease without prior written approval of Lessee.

Lessors shall not be liable to Lessee or to Lessee's invitees or licensees or any others for injuries or damages sustained on said premises or that may arise out of Lessee's use of said premises or that may in any way arise out of or in connection with the occupancy of these premises by Lessee under this lease, and Lessee agrees to indemnify and hold Lessors harmless from any claims or demands which may be made against Lessors for injuries or damage to person or property arising out of Lessee's occupancy of these premises or that may result from any alleged defect in or about said premises.

Lessee shall have the privilege of subletting said premises but agrees that it will not sublet to any undesirable tenant.

Lessee will pay Lessors a reasonable attorney's fee in the event Lessors employ an attorney to collect any rent due hereunder or to protect Lessors' interests under this lease, or in the event Lessee violates any term or condition of this lease. As against the collection of any sum due by Lessee under this lease, Lessee waives all right of exemption as to personal property.

IN WITNESS WHEREOF, Lessors have set their hands and seals and Lessee has caused this lease to be executed for and in its behalf by its President, who is thereunto duly authorized, on the day and year first above written.

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Witness to Lessor
W. W. Brown
Witness to Lessor
W. W. Brown
Witness to Lessee
Charles E. Robertson

Preston Moore
Lessor
Greider Moore
Lessor
BESSEMER OIL COMPANY
By W. T. Allen
As President
Lessee

RECORDED
INDEXED
OCT 24 1971
PM 1:40
SHELBY COUNTY, ALA.
CLERK OF THE COURT