

L E A S E

THIS LEASE, made and entered into this 11th day of October, 1947, by and between Frank G. Middleton and Nellie I. Middleton, Wife, of Casey, Illinois, hereinafter called LESSOR, and THE OHIO OIL COMPANY, an Ohio corporation of Findlay, Ohio, hereinafter called LESSEE, Witnesseth:

1. That the said Lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the said Lessee, its successors and assigns, does hereby grant, demise and lease unto the said Lessee, its successors and assigns, the premises situated in the City of Casey, County of Clark and State of Illinois, to-wit:

56 feet off the South end of Lot eight (8) in block six (6) in Lang's addition to the town (now City) of Casey, Illinois.

together with the service station located thereon and the following items of equipment:

- FGM 2-#30 Tokheim Computer Pumps
- NIM 2-1,000 gal. U.G. Tanks

2. TERM: TO HAVE AND TO HOLD the same, with all appurtenances thereunto belonging, unto the said Lessee, its successors and assigns, for a term of five (5) years, from and after the 4th day of November, 1947, and to be fully completed and ended on the 3rd day of November, 1952, unless extended as hereinafter provided.

3. RENT: YIELDING AND PAYING THEREFOR, during the term aforesaid, or any extension thereof, the sum of One Hundred & No/100 - - - Dollars (\$100.00) per month, payable in advance on the first day of each and every month. All rental checks shall be made payable to Frank G. Middleton and Nellie I. Middleton at Casey, Illinois.

5. TAXES, ASSESSMENTS AND REPAIRS: Lessor covenants and agrees with Lessee that he will promptly and punctually pay any and all taxes and assessments against the premises and property herein leased as and when they become due, and that he will, at his own expense, keep the premises and property in proper repair and tenantable condition, which shall include keeping the heating plant, toilet fixtures, water pipes, plumbing, electric wiring and fixtures, and any and all other equipment and fixtures necessary to the enjoyment and use of the premises, in proper condition and repair.

5a. Lessee covenants and agrees that it will pay all taxes levied against any equipment, building or other property that it may install or have located on said premises, and that it will keep said equipment and property in good workable condition and repair.

6. REMOVAL OF EQUIPMENT AND PROPERTY: It is mutually agreed by the parties that Lessee shall have, and is hereby given, the right to remove from the premises herein demised any of the equipment, building and property that it may have located thereon, provided Lessee shall remove same within thirty (30) days after the expiration or termination of the primary term of this lease, or any extension thereof, however terminated.

7. DESTRUCTION OF BUILDING: In the event that the service station building located on the premises herein leased is partially or totally destroyed by any cause any chargeable to the negligence of Lessee, its agents, successors, representatives or nominees, the rental payable by Lessee under this lease shall abate during such time as the premises are untenable.

8. ILLEGALITY OF OPERATING SERVICE STATION: If at any time the operation of a service station on the premises herein leased is prevented by Federal, State, County or Municipal governmental authority, or any other governmental agency having jurisdiction in the premises, Lessee shall have, at its election, the right to cancel this lease upon thirty (30) days' written notice to Lessor of its intention so to do.

8a. In the event Lessee elects not to cancel this lease, then no rent shall be due Lessor for the period of time during which operation of the service station on the above-described premises is prevented as aforesaid.

9. CONSTRUCTION IMPROVEMENT OR ABANDONMENT OF STREETS OR HIGHWAYS: If at any time the operation of the service station on said premises is interfered with by the construction or improvement of the streets or highways running past said premises, no rent shall be due Lessor during the period of such construction or improvement.

10. DEFAULT: If the said rent reserved to Lessor, or any part thereof, shall remain unpaid for a period of ten (10) days after the same has become due, or if Lessee shall be in default with respect to any of its covenants or obligations herein contained, Lessor, his agent or agents, shall immediately notify Lessee by registered United States Mail. Said notice shall state specifically the default of Lessee complained of, and if the rent with respect to which Lessee is in default or the defaulted covenants of Lessee are not paid or performed within fifteen (15) days after the mailing of such notice, Lessor may declare this lease cancelled and be entirely relieved from further performance hereunder.

10a. Should Lessor be in default with respect to any of the covenants and conditions in this lease contained, Lessee shall notify Lessor by Registered United States mail, said notice stating specifically the default of Lessor complained of, and Lessor, shall have fifteen (15) days after the mailing of said notice to perform and fulfill any covenants or conditions with respect to which Lessor is in default. On failure to do so, Lessee may at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from the rentals accruing hereunder, or it may declare this lease cancelled and be relieved from further liability hereunder.

10b. In the event that Lessor or Lessee waives his or its rights as above provided upon a default by either party, such waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default on the part of either party hereto.

10c. All notices and demands herein required shall be in writing and shall not be deemed sufficient unless given by mailing the same by registered mail, addressed to the Lessor at Casey, Illinois, or addressed to the Lessee at its home office at 539 South Main

Street, Findlay, Ohio, and the mailing thereof shall be deemed sufficient service.

11. WARRANTY: Lessor, for himself, his heirs, successors and assigns, covenants and agrees with Lessee, its successors, and assigns, that he is the lawful owner of the premises herein demised and leased; that the same are free and clear of all liens, claims and encumbrances except No exception, and Lessor will defend the same against all claims whatsoever, and Lessor, for himself, his heirs, successors and assigns, further covenants and agrees with Lessee, its successors and assigns, that the said Lessee, by paying the rents and observing and keeping the covenants of this lease on its part to be kept, shall lawfully, peaceably hold, occupy and enjoy the said premises during the term herein created, or any extension thereof, without any let, hindrance or molestation by Lessor, his heirs, devisees, executors, administrators or assigns, or by any person or persons claiming lawfully under them.

12. ASSIGNMENT OR SUBLEASE: Lessee shall have the right to sublet the premises described in this lease, or any portion thereof, or assign this lease to any reputable or responsible person, firm or corporation, so long as the said Lessee is not in default with respect to payment of rent or in the performance of any of the terms and conditions of this lease.

13. OPTION TO PURCHASE: In the event Lessor receives a bona fide offer to purchase the premises herein leased during the term of this lease, or any extension thereof, and desires to accept same, it is agreed that Lessee shall have the first right and option to purchase said premises at the same price and upon the same terms and conditions as offered by any such prospective purchaser. Immediately upon receiving any such offer to purchase, Lessor agrees to notify Lessee in writing, forwarded by registered mail to its office in Findlay, Ohio, setting forth the name and address of the prospective purchaser and the full details of such offer, and Lessee shall have a period of Thirty (30) days from and after receipt of said notice in which to accept or reject said offer, which notice of acceptance or rejection shall be forwarded by Lessee to Lessor by registered mail.

13a. In the event Lessee accepts such offer, Lessor agrees to furnish forthwith to Lessee, a complete abstract of title certified to date by a reliable attorney or abstract company and showing a good and merchantable title in Lessor, free and clear of all taxes, liens and encumbrances, except such as Lessee may have expressly agreed to assume. Lessee shall have a reasonable time thereafter to determine whether Lessor's title to said premises is merchantable, and free and clear of all taxes, liens and encumbrances, except such as Lessee may have expressly agreed to assume, and if such title is found to be acceptable, Lessor agrees to convey title to said premises to Lessee by general warranty deed, with release of dower, if any.

14. In the event that the interest of Lessor is sold by him or is in any way transferred to another party, the rights of the Lessee to retain possession hereunder shall be protected against any default until Lessee is furnished with certified or photographic copy of any instruments of transfer evidencing change in ownership.

15. Wherever the words "Lessor" and "Lessee" appear in this lease, they shall include the respective parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns. The word "Lessor" as used herein, shall be construed to include the plural as well as the singular; and the necessary grammatical changes required to make the provisions hereof apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

16. This lease expresses the entire agreement between the parties hereto and shall not be binding upon the Lessee until executed by the duly authorized officers of the Lessee at its home office in Findlay, Ohio.

IN WITNESS WHEREOF, Lessor has hereunto set his hand and seal, and Lessee has caused this instrument to be executed by its duly authorized officers and its corporate seal hereunto affixed, on the day and year first above written.

WITNESS:

G. V. Shepard
G.V. Shepard

Frank G. Middleton /s/ (SEAL)
Frank G. Middleton /t/
Nellie I. Middleton /s/ (SEAL)
Nellie I. Middleton /t/

LESSOR

THE OHIO OIL COMPANY
BY C. Z. Hardwick
C.Z. Hardwick Vice President

Attest: F. M. Carpenter
F. M. Carpenter Assistant Secretary

CORPORATE SEAL

APPROVED JZB

LESSEE

STATE OF ILLINOIS)
COUNTY OF CLARK) SS.

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared Frank G. Middleton and Nellie I. Middleton, named as Lessor in the foregoing lease, known to me to be the same, and acknowledged the execution of the foregoing lease as his free act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial seal on this 11th day of October, 1947.

SEAL
My Commission Expires: 5-4-1948

H. M. Jones
Notary Public

STATE OF OHIO)
COUNTY OF HANCOCK) ss.

Before me, a Notary Public in and for said County and State, this 18th day of December, 1947, personally appeared C. Z. Hardwick and F. M. Carpenter Vice President and Assistant Secretary, respectively, of The Ohio Oil Company, Lessee in the foregoing lease, known to me to be the same, who acknowledged that they did execute the foregoing lease as their free act and deed and as the free act and deed of the said The Ohio Oil Company, by virtue of proper authority vested in them by the Board of Directors of said company, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Findlay, Ohio, the day and year last above written.

L. O. McCoy
Notary Public

SEAL

L. C. MCCOY, Notary Public
Findlay, Hancock County, Ohio
My Commission Expires Sept. 19, 1948.

Filed for record this 20th day of February A.D. 1948 at 8:00 A. M.

Ray Burkybile.
Recorder.

MARKETING
ILLINOIS
2253

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1. That the said Lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the said Lessee, its successors and assigns, does hereby grant, demise and lease unto the said Lessee, its successors and assigns, the premises situated in the City of Martinsville, County of Clark, and State of Illinois, to-wit:

The South eighty-five feet (85') of the West sixty-five feet (65') of Lot twenty-eight (28) in the original town (now City) of Martinsville, Clark County, Illinois.

Together with the service station located thereon and the following items of equipment:

F.G.M. 1-36B Tokheim Computing Pump
N.I.M. 1-1,000 gal. U.G. Tank
2-550 Gal. U. G. Tanks

2. TERM: TO HAVE AND TO HOLD the same, with all appurtenances thereunto belonging, unto the said Lessee, its successors and assigns, for a term of five (5) years, from and after the 4th day of November, 1947, and to be fully completed and ended on the 3rd day of November, 1952, unless extended as hereinafter provided.

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