

LEASE

Marketing Illinois 2252
Sta. 1-1-4-321

THIS LEASE, made and entered into this 14th day of June, 1951, by and between FRANK G. MIDDLETON, and Roxie Middleton, his 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:

2-1,000gallon 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, 1952, and to be fully completed and ended on the 3rd day of November, 1957, unless extended as hereinafter provided.

3. RENT: YIELDING AND PAYING THEREFOR, during the term aforesaid, or any extension thereof, the sum of One Hundred - - 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 Lessor Frank G. Middleton, Casey, Illinois.

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4. EXTENSION: Lessee shall have, and is hereby given, the right to extend this lease for None additional periods of None years, upon the same rental, terms and conditions as herein contained, provided, however, that Lessee shall give to Lessor at least thirty (30) days written notice before the expiration of the primary term of this lease, or any extension, of its intension so to do.

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 conditions, 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 conditions and repair. Lessor also covenants and agrees that he will paint the building herein leased in colors to be selected by the lessee, every four (4) years.

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 not 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 rental 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 rental 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

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 exceptions, 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 their name and address of the prospective purchaser and the full details of such offer, and Lessee shall have a period of 15 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.

13.a. 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.

~~13. b. In addition to the option mentioned in Paragraph 13, and as part of the consideration for this lease, Lessor hereby grants and gives unto Lessee the first right and option to purchase the premises during the term hereof, or any extension, for the price of _____ Dollars (\$ _____). Should Lessee exercise said option, it will notify Lessor by registered United States mail, and in the event of such notification, the provisions of Paragraph 13a hereof shall become applicable to said transaction.~~

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:

Frank G. Middleton (SEAL)
Frank G. Middleton

Roxie Middleton (SEAL)

LESSOR

THE OHIO OIL COMPANY

By F. L. Fox
Vice President

Attest: L. G. Edelman
Assistant Secretary

LESSEE

CORPORATE
SEAL

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, 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 14 day of June, 1951.

My Commission expires: 6/10/54.

SEAL

Louise Savage
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County and State, this 2nd day of July, 1951, personally appeared F. L. FOX and L. G. EDELMAN 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.

SEAL

C. F. Cramer
Notary Public

C. F. CRAMER
Notary Public, Hancock County, Ohio
My commission expires May 30, 1954.

STATE OF ILLINOIS)
) ss
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared ROXIE MIDDLETON, WIFE OF FRANK G. MIDDLETON, named as Lessor in the foregoing lease, known to me to be the same, and acknowledged the execution of the foregoing lease as her 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 22 day of June, 1951.

My Commission expires: 3-25-54.

SEAL

Chas. T. Swope
Notary Public

Filed for record this 8th day of August, A.D. 1951 at 8:00 o'clock A.M.

Ray Burkybile

Recorder
