

STATE OF ILLINOIS }
CLARK COUNTY, } ss. 10280

This instrument was filed for Record in
the Recorder's office of County and State
aforesaid, on the 16 day
of Nov. A.D., 1967 at 10:20

o'clock AM. and recorded in book 42

of O & H Lease

on page 157

160

H. G. Kemp
Recorder

Agreement for Lease of Real Estate

between

J. J. Middleton and Katherine E. Middleton, husband and wife

and

MARATHON OIL COMPANY

FINDLAY, OHIO

Agreement for Lease of Real Estate

THIS AGREEMENT, made and concluded by and between J. J. Middleton and Katherine E. Middleton, ^{husband & wife,} of Crete, Illinois herein called Lessor, and Marathon Oil Company, an Ohio corporation of Findlay, Ohio, herein called Marathon,

WITNESSETH:

~~1. OPTION: In consideration of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, Lessor hereby gives and grants unto Marathon the exclusive right to lease the premises hereinafter described on the terms and conditions set forth, including the right of extension if any. This option shall be good until the _____ day of _____ 19____, and shall be exercised when executed by the duly authorized personnel of Marathon, provided an executed copy thereof is delivered to the Lessor either personally or by depositing the same in the United States mail, registered or certified, and postage prepaid, on or before _____ in full of said expiration date. (NOTE: DELETE THIS FIRST PARAGRAPH IF OPTION PROVISIONS DO NOT APPLY)~~

2. LEASE: Lessor, in consideration of the rents and covenants hereinafter to be paid and performed by Marathon, does hereby grant and lease unto Marathon the premises hereinafter described, on the terms and conditions set forth, including the right of extension, if any.

3. PROPERTY DESCRIPTION: The premises herein leased are situated in the _____ County _____ of Clark _____, and State of Illinois _____ and are described as follows:

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 - 1,000 gallon U. G. Tanks

4. TERM: Marathon shall have and hold the same, with all appurtenances, buildings and improvements thereon, for a term of _____ Two (2) _____ years, commencing the _____ 4th _____ day of _____ November _____, 19 67, and ending on the _____ 3rd _____ day of _____ November _____, 19 69, unless extended or terminated as hereinafter provided.

5. RENT: During the term aforesaid, or any extension thereof, Marathon shall pay Lessor rent as follows:

The sum of One Hundred Fifty and no/100 Dollars (\$150.00) per month payable in advance on the first day of each calendar month. All rental checks shall be made payable to J. J. Middleton.

6. EXTENSION: As additional consideration for said rents and covenants to be paid and performed by Marathon, and as a condition thereto, Marathon is hereby given the right to extend this lease for _____ Two (2) _____ additional periods of _____ Two (2) _____ years each, upon the same rental, terms and conditions; provided, however, that Marathon shall give Lessor at least thirty (30) days' written notice before expiration of the primary term, or any extension, of its intention so to do.

7. TAXES, ASSESSMENTS AND REPAIRS: Lessor will promptly pay all taxes and assessments against the premises and property as and when they become due, and will, at Lessor's expense, make all structural repairs necessary to keep any buildings in tenable condition.

7a. Marathon will pay all taxes levied against any equipment, building or other property that it may install or have located on said premises.

8. REMOVAL OF EQUIPMENT AND PROPERTY: Marathon is hereby given the right to remove any equipment, building and property that it may have located on the premises, provided the same shall be removed within thirty (30) days after the termination of this lease.

9. DESTRUCTION OF BUILDING: In the event that any buildings located on the premises are partially or totally destroyed by any cause not chargeable to the negligence of Marathon, its agents, successors, or nominees, the rental payable under this lease shall abate until such time as the premises are restored.

10. ILLEGALITY OF OPERATING SERVICE STATION: If at any time the operation of a service station on the premises is prevented by Federal, State, County or Municipal governmental authority, Marathon 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.

11. DEFAULT: If the rent reserved to Lessor, or any part thereof, shall remain unpaid for a period of ten (10) days after it becomes due, or if Marathon shall be in default with respect to any of its covenants herein contained, Lessor, his agent or agents, shall immediately notify Marathon. Said notice shall state specifically the default and if the default is not performed within fifteen (15) days after the receipt of such notice, Lessor may declare this lease cancelled and be relieved from further performance hereunder.

11a. Should Lessor be in default with respect to any of the covenants and conditions in this lease, Marathon shall notify Lessor, said notice stating specifically the default, and Lessor shall have fifteen (15) days after the receipt of said notice to perform any covenants or conditions with respect to which Lessor is in default. On failure to do so, Marathon may, at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from rentals accruing hereunder, or it may declare this lease cancelled and be relieved from further liability hereunder.

11b. In the event that Lessor or Marathon waives a default by the other 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.

11c. All notices and demands herein required shall be in writing and shall not be deemed sufficient unless given by mailing the same by registered or certified United States mail, addressed to the Lessor at 1425 Douglas Lane, Crete, Ill. 60417, or addressed to Marathon at its home office at 539 South Main Street, Findlay, Ohio, and the mailing thereof shall be deemed sufficient service.

12. WARRANTY: Lessor covenants and agrees with Marathon that Lessor is the lawful owner of the premises, that the same are free and clear of all liens, claims and encumbrances except None

and Lessor will defend the same against all claims whatsoever. Lessor further covenants and agrees that Marathon, 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 premises during the term herein created, or any extension, without any let, hindrance or molestation by Lessor, or by any person or persons claiming lawfully under Lessor.

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

14. OPTION TO PURCHASE: In the event Lessor receives a bona fide offer to purchase the premises during the term of this lease, or any extension thereof, and desires to accept same, Marathon 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 shall notify Marathon in writing, setting forth the name and address of the prospective purchaser and the full details of such offer. Marathon shall have a period of twenty (20) days after receipt of said notice in which to notify Lessor of its election to purchase on the terms contained in said bona fide offer.

14a. In the event Marathon elects to purchase, Lessor will furnish forthwith a complete abstract of merchantable title certified to date by a reliable attorney or abstract company, or a certificate of title insurance issued by a title insurance company satisfactory to Marathon, showing a good and merchantable title in Lessor, free and clear of all taxes, liens and encumbrances, except such as Marathon may have expressly agreed to assume. Marathon shall have a reasonable time thereafter in which to examine the evidence of Lessor's title, and if such title is found to be acceptable, Lessor agrees to convey title to said premises to Marathon by general warranty deed, with release of dower, if any.

~~14b. In addition to the option mentioned in Paragraph 14, Lessor hereby grants and gives unto Marathon the first right and option to purchase the premises during the term of this lease, or any extension thereof, for the price of _____~~

~~_____ Dollars (\$ _____). Should Marathon exercise said option, it will notify Lessor in writing, and in such event the provisions of Paragraph 14a shall become applicable to said transaction.~~

14c. Said first right and option and said option to purchase shall be additional consideration for said rents and covenants to be paid and performed by Marathon, and shall be a condition thereto.

15. No change in ownership of the leased premises or the designation of rental payments shall be binding upon Marathon until it has received written notice thereof and is furnished with evidence satisfactory to it of any such change.

16. Marathon shall have the right to enter into possession of the premises and shall have a reasonable time thereafter to satisfy itself as to Lessor's title. Lessor agrees to cooperate with Marathon's examination of title by furnishing Marathon with a copy of an abstract of

merchantable title or a certificate of title insurance satisfactory to Marathon, showing evidence of ownership of the premises described. If this lease shall be for a primary term of five (5) years or more, then Lessor agrees to furnish Marathon with satisfactory evidence of Lessor's title either by abstract of merchantable title from sovereignty or a certificate of title insurance satisfactory to Marathon. Marathon shall have fifteen (15) days after receipt of evidence of title for examination and a determination of the sufficiency thereof. Such evidence shall be furnished at Lessor's expense. In the event Marathon is not satisfied with the title of Lessor, and Lessor cannot cure the objections of Marathon thereto, then Marathon shall vacate the premises immediately and pay to the Lessor the pro rata rent for the period of time it has been in possession of the premises.

17. Wherever the words "Lessor" and "Marathon" appear in this lease, they shall include the parties 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 apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

18. This lease expresses the entire agreement between the parties hereto.

IN WITNESS WHEREOF, Lessor has hereunto set his hand and seal this 31st day of OCTOBER, 1967

WITNESS:
[Signature] _____ (SEAL)
[Signature] _____ (SEAL)
[Signature] _____ (SEAL)
[Signature] _____ (SEAL)
LESSOR

The foregoing agreement is accepted this 6th day of November, 1967 and such shall be the date of this instrument.

MARATHON OIL COMPANY
[Signature]
W. F. Burke AUTHORIZED SIGNATURE
Region Manager



STATE OF ILLINOIS }
COUNTY OF ~~CLARK~~ } ss.
WILL

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared _____
J. J. Middleton and Katherine E. Middleton, husband and wife
named as Lessor in the foregoing agreement, known to me to be the same, and acknowledged the execution of the foregoing agreement as his or their free act and deed ~~and as the free act and deed of said Company, by virtue of proper authority vested in him or them by the Board of Directors of said Company,~~ for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal this 31st day of October, 1967

My commission expires: Jan. 20, 1969.

[Signature]
NOTARY PUBLIC



STATE OF INDIANA }
COUNTY OF MARION } ss.

Before me, a Notary Public in and for said State and County, this 6th day of November, 1967, personally appeared W. F. Burke, Region Manager, of Marathon Oil Company,

(POSITION)
known to me to be the same, who acknowledged that he executed the foregoing agreement as his free act and deed and as the free act and deed of Marathon Oil Company, by virtue of proper authority vested in him 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 Indianapolis, Indiana, the day and year last above written.

My commission expires:
Affixed hereon is my Indiana Notary Public Seal - My Commission Expires Jan. 27, 1971 M. D. Cardwell

[Signature]
NOTARY PUBLIC

