

..... ||

LINCO OIL STATION LEASE

L E A S E

THIS LEASE made and entered into this 25TH day of ~~OCTOBER~~ SEPTEMBER, 1937, by and between MARTIN DAVIS and ELIZABETH DAVIS, of Daleville, Indiana, hereinafter called LESSORS, and THE OHIO OIL COMPANY, an Ohio corporation of Findlay, Ohio, hereinafter called LESSEE, WITNESSETH:

That the said lessors, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the said lessee, its successors and assigns, do hereby grant, demise and lease unto the said lessee, its successors and assigns, the premises situated in the City of Daleville, County of Delaware, and State of Indiana, to-wit:

Lot and service station building at the Northwest corner of the intersection of Highway Number 67 and South Walnut Street, Daleville, Indiana, being more particularly described as a portion of the Southeast Quarter of Section 12, Township 19 North, Range 8 East, and which Lot is in a rectangular form fronting 100 feet on Highway #67 and 35 feet deep.

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 Two (2) years from and after the Fifteenth (15th) day of October, 1937, and to be fully completed and ended on the Fifteenth (15th) day of October, 1939.

RENT: YIELDING AND PAYING THEREFOR, during the term aforesaid, or any extension thereof, the sum of One Cent (1¢) per gallon on all gasoline sold each month from the premises herein leased, which rental shall be payable to the lessors on or before the 20th day of the month following that for which the gallonage computation has been made.

EXTENSION: The lessee shall have, and is hereby given, the right to extend this lease for an additional period of Three (3) years, upon the same terms and conditions as in this lease contained, provided, however, that the lessee shall give to the lessors Thirty (30) days written notice before the expiration of the primary term of this lease, of its intention to extend the said lease.

TAXES, ASSESSMENTS AND REPAIRS: The lessors covenant and agree with the lessee that they will pay any and all taxes and assessments levied against the premises and property herein leased, and will keep same in proper repair and tenantable condition during the term of this lease, or any extension. The

lessee covenants and agrees with the lessors that it will pay all taxes levied against any equipment or other property that it may have installed on the said premises.

REMOVAL OF EQUIPMENT: It is mutually agreed by the parties hereto that the lessee shall have, and is hereby given, the right to remove from the premises herein demised to it, any equipment and property that it may have located on the premises, provided the lessee shall remove same within Thirty (30) days after the termination of this lease, or any extension thereof, however terminated.

DESTRUCTION OF SERVICE STATION BUILDING: In the event the service station building located on the premises herein described is partially or totally destroyed by any cause not chargeable to the negligence of the lessee, the rental payable by the lessee under this lease shall cease and abate during such time as the premises are untenable.

ILLEGALITY OF OPERATING SERVICE STATION: If at any time Federal, State, County or Municipal governmental authority, or any other governmental agency having jurisdiction in the premises, should declare the operation of a service station on the premises herein leased to be invalid or forbid the operation of a gasoline and oil service station as dangerous and hazardous, then and in such an event the lessee shall have, at its election, the right to cancel this lease and if the lessee cancels this lease by reason of the action of any governmental authority as herein contemplated, everything in this lease contained on the part of the lessee to be done shall cease and determine.

DEFAULT: If the said rent reserved to the lessors, or any part thereof, shall remain unpaid for a period of Ten (10) days after the same has become due, or if the lessee shall be in default with respect to any of its covenants or obligations herein contained, the lessors, their agent or agents, shall immediately notify the lessee by registered United States mail addressed to the office of the lessee in Findlay, Ohio. Said notice shall state specifically the default of the lessee complained of and if the rent with which the lessee is in default or the defaulted covenants of the lessee are not paid or performed within Ten (10) days after the receipt of such notice, the lessors may declare this lease cancelled and be entirely relieved from further performance

hereunder. Nothing herein contained, however, shall be construed to prevent the lessors from collecting any indebtedness owing to them by the lessee by reason of default with respect to any of the terms and conditions of this lease.

Should the lessors be in default with respect to any of the covenants and conditions in this lease contained, or the payment of any taxes on their part to be fulfilled and paid, the lessee shall notify the lessors by registered United States mail addressed to the lessors at Daleville, Indiana, said notice stating specifically the default of the lessors complained of, and the lessors shall have Ten (10) days after the mailing of said notice to perform and fulfill any covenants or conditions with respect to which the lessors are in default or pay any delinquent taxes as stated in the notice aforesaid. On failure to fulfill and/or perform the covenants with respect to which the lessors are in default or pay any delinquent taxes within Ten (10) days after the mailing of said notice, the lessee may, at its election, perform any of the defaulted covenants or pay any of the delinquent taxes and deduct the cost of the same from the rentals accruing hereunder, or may declare this lease cancelled and be relieved from further liability hereunder.

WARRANTY: The lessors, for themselves, their heirs and assigns, covenant and agree with the lessee that they are the lawful owners of the premises herein demised and leased; that the same are free and clear of all liens, claims and encumbrances whatsoever, and the lessors will defend the same against all claims whatsoever, and the lessors, for themselves, their heirs and assigns, further covenant and agree with the 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, without any let, hindrance or molestation by the lessors, their heirs, executors, administrators or assigns, or by any person or persons claiming lawfully under them.

Wherever the words "lessors" and "lessee" appear in this lease, they shall include the respective parties hereto and their respective heirs, executors, administrators, successors and assigns.

