

Lease for Post Office Quarters.

This Indenture, made the 15 day of May 1909, between Henry S. Latham, and Lucinda C. Latham, his wife, of Montevallo, Shelby County and State of Alabama, party of the first part, and the United States of America, by Frank H. Hitchcock, Postmaster General of the said United States, party of the second part, Witnesseth: That the said party of the first part, in consideration of the rents and covenants hereinafter contained, on the part of the party of the second part to be paid, kept and performed, hath granted, devised, and leased unto the said party of the second part, and by these presents

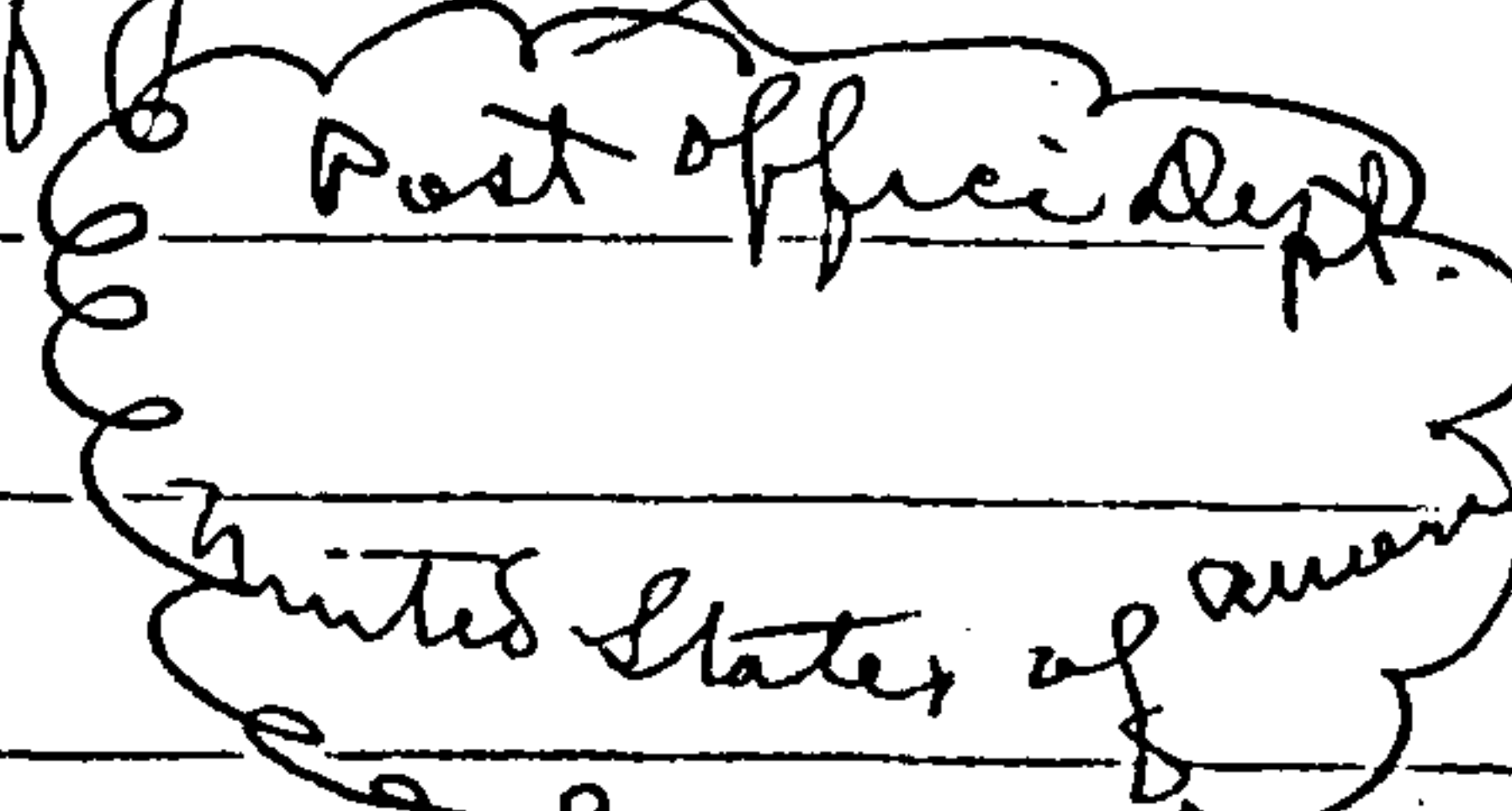
doth grant, demise, and lease unto the said party of the second part, all that certain room, (average) twenty six feet (26') by forty eight feet (48'), inside measurement, on the first floor of the one story brick premises, known as the "Latham Building", situated on the North side of Main Street, between Shelby and Middle Streets, (with an additional entrance, and windows, in the rear) on Lot 15, in Montevallo, Shelby County, Alabama; Said room fitted and supplied by the said party of the first part with a complete equipment of boxes, fixtures, and furniture (including city delivery furniture when necessary), together with satisfactory heat and light, heating and lighting fixtures, a fire-proof safe, etc., (Rural f. d. furniture, water, water closets, and urinals not included) and having all of the ways of ingress and egress with all of the rights and privileges thereunto belonging, for the use of the United States, as and for a Post Office at Montevallo, Alabama, aforesaid, for during, and until the full end and term of ten (10) years then next ensuing, from and after the first day of January A. D. nineteen hundred and nine, or to such part of said term as the office shall be entitled to an allowance for rent, provided Congress shall make the necessary appropriation from year to year, or authorize the payment of such rental, and subject to termination as hereinafter provided, and the said party of the second part yielding and paying therefor, unto the said party of the first part, their heirs, executors, administrators, or assigns, from and after the date last above mentioned during the time of occupation by the United States of the said premises under this lease, rent at the annual rate of Two hundred and forty dollars (\$240.00), in quarter-yearly payments, to-wit: On the first day of January, April, July, and October in each and every year during such occupancy, to be made at the above mentioned post office out of the revenues of said office, subject to the necessary appropriation from year to year as aforesaid, or otherwise as may be provided by law. The said party of the first part hereby covenants

and agree for themselves, their heirs, executors, administrators, and assigns, to pay all taxes and assessments of every nature that may be levied or assessed upon said premises during the term aforesaid under this lease, and at their own cost and charge to have this lease duly recorded in the proper office for Registry of Deeds of the county wherein the premises are situated, within the time required by any law to render it effective as notice; that the said party of the first part, their heirs, executors, administrators, and assigns, will properly protect said office by iron bars, locks, and other adequate means, from entry by force from the outside thereof, and will at all times keep said premises, including the boxes, fixtures (including heating and lighting fixtures), furniture, safe, etc., in good repair and condition, to the satisfaction of the party of the second part, and furnish and supply, at their own expense, without increase of rental, additional boxes, fixtures (including heating and lighting fixtures), and furniture, as the increasing wants of the community may reasonably call for the same, in the opinion of the Postmaster General, and keep such additional boxes, fixtures (including heating and lighting fixtures), and furniture, in like good repair; and in default thereof the said premises shall be deemed unfit for use as a post office, and no rent shall be due or payable hereunder until the same shall be put in a satisfactory condition for such use, or this lease may be canceled at the option of the Postmaster General; and that the said party of the second part shall at all times during the term of this lease peaceably and quietly possess and enjoy said premises. And it is mutually understood and agreed that whenever said building or any part thereof shall be destroyed by fire or other casualty, or shall, in the judgment of the Postmaster General, become unfit for use as a post office, this lease may be terminated at the option of the Postmaster General by one day's notice in writing

to the party of the first part, their heirs, executors, administrators or assigns, declaring such termination, and no rent shall be payable or claimable after such destruction or termination, or during the period of such unfitness for use, nor until the same be put in a satisfactory condition, by the said party of the first part, for occupation as a post office; and it is further agreed that this lease shall cease and terminate whenever the postoffice for the use of which this lease is made can be moved into a Government building; and that this lease may be terminated whenever, in the discretion of the Postmaster General the interests of the Postal Service require it, upon giving, at any time, three months' notice thereof to the party of the first part. And the said party of the second part further covenants and agrees, at the expiration of said term of ten years, peaceably and quietly to yield up and surrender the possession of said premises to the said party of the first part, their heirs, executors, administrators, or assigns.

It is further stipulated and agreed that no member of or delegate to Congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof the Hand and Seal of the party of the first part, on the date first hereinbefore written, and the Seal of the Post Office Department and the signature of the Postmaster General are hereunto affixed, this the seventh day of June 1909.

	The United States of America, by F. H. Hitchcock, Postmaster General
Witnesses to the Signature of the Postmaster General S. J. Todd - witnesses to the signature of the party of the first part - Two witnesses are required. 1. F. F. Crowe 2. Newton Eddings - approved as to form W. S. Kuper acting assistant attorney General.	Henry S. Latham [Seal] Lucinda C. Latham [Seal] Approved as to fact. Annual Rental \$ 240.00 Total for ten years, \$ 2,400.00 C. R. Grunfield - First assistant Postmaster General.

State of Alabama, } Personally appeared before me, a Notary
 County of Shelby } Public in and for the County and State
 aforesaid, Henry S. Latham, and Lucinda C. Latham, his wife,
 who are known to me to be the same persons who executed
 the foregoing lease, and who acknowledged that they signed, sealed,
 and delivered the same as their free and voluntary act for
 the uses and purposes therein set forth.

and on the same day also voluntarily appeared before
 me Lucinda C. Latham, wife of the said Henry S.
 Latham to me well known as the persons signing said
 lease, and in the absence of her husband, said wife
 declared that she had of her own free will signed
 and sealed the foregoing lease for the purposes
 therein contained and set forth, including the release
 of homestead and dower therein, of which she has
 full knowledge, without compulsion or undue
 influence of her said husband.

Done at Montevallo, in the County and State afore-
 said, this 15th day of May 1909.

Notary
 Public

Wm. Lyman, Notary Public -

my commission expires Nov-19-1911

Filed and recorded June 28th 1909.

A. Langshore, Judge of Probate.