Lease for Post Office Quarters.

This Indenture, made the 20th day of March, 1919, 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 Albert S. Burleson, Post Master 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, has granted, demised and leased unto the said party of the second part, and by these presents does grant, demise and lease unto the said party of the second part, all that certain room, twenty-eight feet and eight inches, by fifty one feet, (28' 8" x 51'), inside measurement, on the first floor of the one-story brick premises, known as the "Post Office Building" situated on the North side of Main Street, between Shelby and Middle Streets, with a rear entrance from a vacant rear lot on Lot 18, Original Plat, 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 for the use of the post office, with city, rural delivery, parcel post and postal savings furniture, when necessary, together with satisfactory heat and light, heating and lighting fixtures, the requisite water closets, urinals, water, a fireproof safe with burglar proof chest, etc., 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, Shelby County, Alabama, aforesaid, for, during, and until the full end and term of five 5-years then next ensuing, from and after the first day of January A.D. Nineteen hundred and Nineteen, provided Congress shall make the necessary appropriation therefor 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 Three hundred and fifty four dollars ($354.00), in quarter-yearly payments, to wit: On the first day of January, April, July and October in each and every year, during such occupancy, such payments to be made at the above mentioned Post 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 agrees for themselves, their heirs, executors, administrators and assigns, to pay all taxes and assessments of every nature, including water rates, 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, plumbing, 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 condition; and in default thereof the said premises shall be deemed unfit for use as a Postoffice, 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 cancelled 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 least 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 Post Master General become unfit for use as a Post Office, this lease may be terminated at the option of the Postmaster General by one days Notice 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 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 post office for the use of which this lease is made can be moved into a

Government; 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 five years, peacefully 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 benefits 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 first day of April, 1919.

P. O. Department Seal

The United States of America, by
A. S. Burleson
Postmaster General
E

(Witness to the signature of the Postmaster General.)
R. M. Cooper.

Henry S. Latham. (Seal)
Lucinda C. Latham. (Seal)

(Witness to the signature of the party of the first part.)
1. P. C. Wilson
2. Wm Lyman.

Annual rental, $354.00
Total for five years, $1,770.00
J. C. Koons
First Assistant
Post Master General
E

Approved as to form. Mch. 27-1919.
W. H. Lamar
Solicitor for Post Office Department.

State of Alabama.
County of Shelby. } ss.

Personally appeared before me, a Notary 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 ~~whose names~~ ~~subscribed to the foregoing~~ ~~the acknowledged~~ ~~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 B. Latham, to me well known as the person 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 aforesaid, this 20th day of March, 1919.

Seal

W. M. Lyman.
Notary Public.

My Commission expires November 27th, 1919.

The State of Alabama,
Shelby County. } I hereby certify that the within Lease was filed in this office for record 11 day of April, 1919 at 5 o'clock P.M. and recorded in Deed Record 65 Pages 130-134 and examined.

S. H. Sharman
Judge of Probate