

LEASE
BETWEEN

Ella L. Mitchell and W. H. Mitchell her husband

AND

THE UNITED STATES OF AMERICA

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. The lease shall be dated
2. The full name and residence of the lessor shall be clearly written in paragraph 1 of the lease.
3. The premises shall be fully described and in case of rooms, the floor/room number of each room given.
4. Whenever the lease is executed by an attorney, agent or trustee, on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.
5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.
6. Where the lessor is a corporation the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the same on its behalf, duly attested and if requested by the government, evidence of his authority, to so act shall be furnished.
7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.
8. There shall be no deviation from this form without prior approval through the Interdepartmental Board of Contracts and Adjustments, Bureau of the Budget, Washington D.C. When interlineations, deletions or other alterations are permitted specific notation of the same shall be entered in the blank space following paragraph 11 before signing.
9. If the property leased is located in a State requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

LEASE
BETWEEN

Ella L. Mitchell and W. H. Mitchell, her husband
and

THE UNITED STATES OF AMERICA

1. This Lease, made and entered into this 27th day of April, in the year One Thousand Nine Hundred and twenty nine by and between Ella L. Mitchell and W. H. Mitchell, her husband whose address is Talladega Springs, Talladega County, Alabama for themselves, their heirs, executors, administrators, successors and assigns, hereinafter called the lessor, and the United States of America hereinafter called the Government.

Witnesseth, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The lessor hereby leases to the Government the following described premises; viz: All that certain room, twenty four feet one and one half inches by eighty-eight feet, (24' 1½" x 88'), a total of about 2112 square feet of floor space, inside measurement, on the first floor of the one story brick premises, known as The Latham Building, situated on the northeast corner of Main and Shelby Streets, (with the use of an open space in the rear) in Montevallo Shelby County, Alabama; to be used exclusively for the following purposes; As and for a post office Montevallo, Shelby County, Alabama.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning March 20, 1929 and ending with March 19th, 1939; ten years in all.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sublessee, and the agents and servants of the Government or of such sublessee.

6. The lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following;

A good fireproof safe with burglar resisting chest in accordance with specifications and all boxes, fixtures, and furniture requisite to make the said room or rooms in every way satisfactory for use as a post office. The lessor shall keep the said safe, boxes, fixtures and furniture in good repair and proper condition, to the satisfaction of the Post Office Department. The lessor shall furnish all additional boxes, but no other equipment, that may be deemed necessary by the Post Office Department during the term of this lease, and shall keep said additional boxes in good repair and proper condition to the satisfaction of the post office department. The lessor shall pay all taxes and shall have this lease duly recorded, and shall protect all windows and doors in the workroom by iron bars or wire gratings according to requirements. The lessor shall furnish satisfactory heating and lighting fixtures; satisfactory plumbing and necessary toilet facilities. The lessor shall keep the said heating and lighting fixtures and plumbing in good repair and condition during the term of this lease.

7. The lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the government's agents or employees. For the purpose of so maintaining the premises, the lessor reserves the right at reasonable time to enter and inspect the premises and to make any necessary repairs to the building.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures and erect additions, structures, or signs in or upon the premises hereby leased (provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located;) which fixtures additions or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the government, if required by the lessor, shall before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the government has no control, excepted; provided, however, that if the lessor requires such restoration, the lessor shall give written notice thereof to the Government ninety days before the termination of the lease.

9. The government shall pay the lessor for the premises rent at the following rate; Nine Hundred Dollars (\$900.00) per annum. Payment shall be made at the end of each quarter, to-wit: on the first day of January, April, July and October in each year during occupancy, or at the end of each month as the lessor may desire.

10. Whenever any building or part of a building under lease becomes unfit for use as a post office no rent shall be paid until the same shall be put in a satisfactory

condition by the owner thereof for occupation as a post office or the lease may be canceled, at the option of the Post Master General.

(a) This lease may be terminated upon ninety days' notice in writing to the lessor whenever the post office department shall decide to move the office into a Government owned building which shall have been provided for it.

(b) This lease may be terminated upon ninety days's notice in writing to the lessor whenever, in the judgment of the Department, the growth of the service at that office renders additional room necessary and the lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Department.

(11) No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company. Paragraph 5 was eliminated before signing.

In witness whereof the parties hereto have hereunto subscribed their names as of the date first above written.

Ella L. Mitchell (Seal)
W. H. Mitchell (Seal)

(Two witnesses required to signature of lessor)
1. S. P. McDonald, Sylacauga, Ala.
2. J. W. Washom, Sylacauga, Ala.

(Annual rental \$900.00)

THE UNITED STATES OF AMERICA
By W. F. Brown-PostMaster General

Witness to signature of Post Master General
N. R. Grant

Approved as to legality
Horace J. Dannelly
Solicitor for the Post Office Department

Approved as to terms of contract
John H. Bartlett
First Assistant Post Master General

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF ALABAMA)
SS
COUNTY OF TALLADEGA)

Personally appeared before me a Notary Public in and for the County and State aforesaid, Ella L. Mitchell and W. H. Mitchell her husband 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 thereinset forth. And on the same day also voluntarily appeared before me Ella L. Mitchell, wife of the said W. H. Mitchell 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 had full knowledge, without compulsion or undue influence of her said husband.

Done at Sylacauga in the county and State aforesaid this 27th day of April 1929.

L. B. Carlisle--Notary Public
My commission expires 2/3/32

(Notarial seal)

THE STATE OF ALABAMA)
SHELBY COUNTY) I, C. H. Head, Judge of Probate hereby certify that the within lease was filed in this office for record May 20th 1929 at 2 oclock P.M. and recorded in Deed record 88 page 297 and examined. C. H. Head--Judge of Probate