
ORIGINAL

598

LEASE

Between

Harry Gordon and Ila Gordon, his wife,
and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this 9th day of October, in the year one thousand nine hundred and forty-seven, by and between Harry Gordon and Ila Gordon, his wife, whose address is Columbiana, Shelby 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, 20'10" by 57'10" less offset for stairway in front, 4' by 14' providing 1,149 square feet of floor space, net, inside measurements, on the first floor and use of a 10' private alley on north side, and parking area on rear lot approximately 20' by 21', of the two-story, brick premises, situated on the east side of Main Street, between East College and Peters Streets, in Block No. 2, in Columbiana, Shelby County, Alabama, to be used exclusively for the following purposes; as and for a post office in Columbiana, Shelby County, Alabama.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 1, 1947, and ending with July 31, 1957; 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,

5. ---

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: Said room, fitted and supplied by the Lessor with equipment as now installed, consisting of a good fireproof safe with burglar resisting chest, and all boxes, fixtures and furniture requisite to make the said room or rooms in every way satisfactory for use as a post office, provided that after acceptance of such equipment no additional equipment shall be required except for replacements. The Lessor shall pay all taxes and water rates, and shall have this lease duly recorded, and shall properly protect all windows on side and rear of the workroom by wire grille, and all front and rear doors of the workroom by good locks, with rear doors having heavy, wire grill, according to requirements. The Lessor shall furnish heating and lighting fixtures, plumbing and toilet facilities, and gas, water and electric meters, all as now installed in the demised premises; satisfactory fuel, light, power and water. The Lessor shall keep all items furnished under this paragraph in good repair and proper condition to the satisfaction of the Government, except in case of damage arising from the act or the negligence of the Government's agents or employees.

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 times 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: Seven hundred twenty dollars (\$720.00) per annum. Payment shall be made at the end of each month.

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 Postmaster 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' 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.

12. The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor shall include in all subcontracts a provision imposing a like obligation on subcontractors.

(Paragraph five eliminated before signing).

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Harry Gordon (SEAL)

Ila Gordon (SEAL)

(Two witnesses required to signature of Lessor)

1. Fay F. Quick

2. Rux Carter

(Annual Rental, \$720.00)

Post Office Department Seal

THE UNITED STATES OF AMERICA

By Robert E Hannegan

Postmaster General

(Witness to signature of Postmaster General)

Una Mae Fair

APPROVED AS TO TERMS OF CONTRACT.

Approved as to legality.

F. J. Buckley
Acting Fourth Assistant Postmaster General.
B.C.

Frank J. Delany
Solicitor for the Post Office Department
CE

FORMOF ACKNOWLEDGMENT FOR HUSBAND AND WIFE.

State of Alabama

ss:

County of Shelby

Personally appeared Before me, a Notary Public in and for the County and State aforesaid, Harry Gordon and Ila Gordon, 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 Ila Gordon, wife of the said Harry Gordon, to me well known as the person signed 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 Columbiana, in the County and State aforesaid, this 9th day of October, 1947.

Cecil Duke

Notary Public

NOTARIAL SEAL

My commission expires Jan 15, 1951

Filed in the office of the Probate Judge on the 8th day of November, 1947 at 11 A. M.
o'clock and duly recorded in Deed Record 130 page 566 on the 2nd day of December, 1947.

L. C. Walker

Judge of Probate

No tax due on this instrument