

DUPLICATE

STANDARD FORM NO. 2

LEASE

APPROVED BY THE PRESIDENT MAY 26, 1923

1449

between

Jake H. Johnson and Mary L.
Johnson, his wife,

2706
BOOK 172 PAGE 349

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this 17th day of
March, in the year one thousand nine hundred and fifty-five,
by and between Jake H. Johnson and Mary L. Johnson, his wife,

whose address is Box 187, Calera, 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, 22'10" by 57'10", providing 1,320 square
feet of floor space, net, inside measurements, on the first floor, and
free use of vacant lot, with prior right of usage, extending from back of
building to public alley, about 25' by 70'; also shed on back of building,
about 10' in depth by 24' in width, of the one-story brick premises, situated
on Lot No. 17 and part of Lot No. 18, Block No. 6, on the south side of 16th
Avenue, between L & N Railroad and Montgomery Highway, in

Calera, Shelby County, Alabama,

to be used exclusively for the following purpose: As and for postal purposes
in

Calera, Shelby County, Alabama.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning January 1, 1955, and ending with December 31, 1959.

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. This lease may, at the option of the Government, be renewed at a rental of

and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least months before this lease would expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the day of

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 boxes, fixtures and furniture, provided that after installation and 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 by security sash, and all doors by good locks with rear entrance further protected by a good crossbar, according to requirements. The Lessor shall furnish lighting fixtures, plumbing and toilet facilities, and gas, water and electric meters, all as now installed in the demised premises; heating fixtures of sufficient size and capacity to heat the premises to 70 degrees Fahrenheit under any weather conditions; satisfactory water and sewerage service. 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 and Fifty-Six (\$756.00) Dollars, 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 5 was deleted before signing.)

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

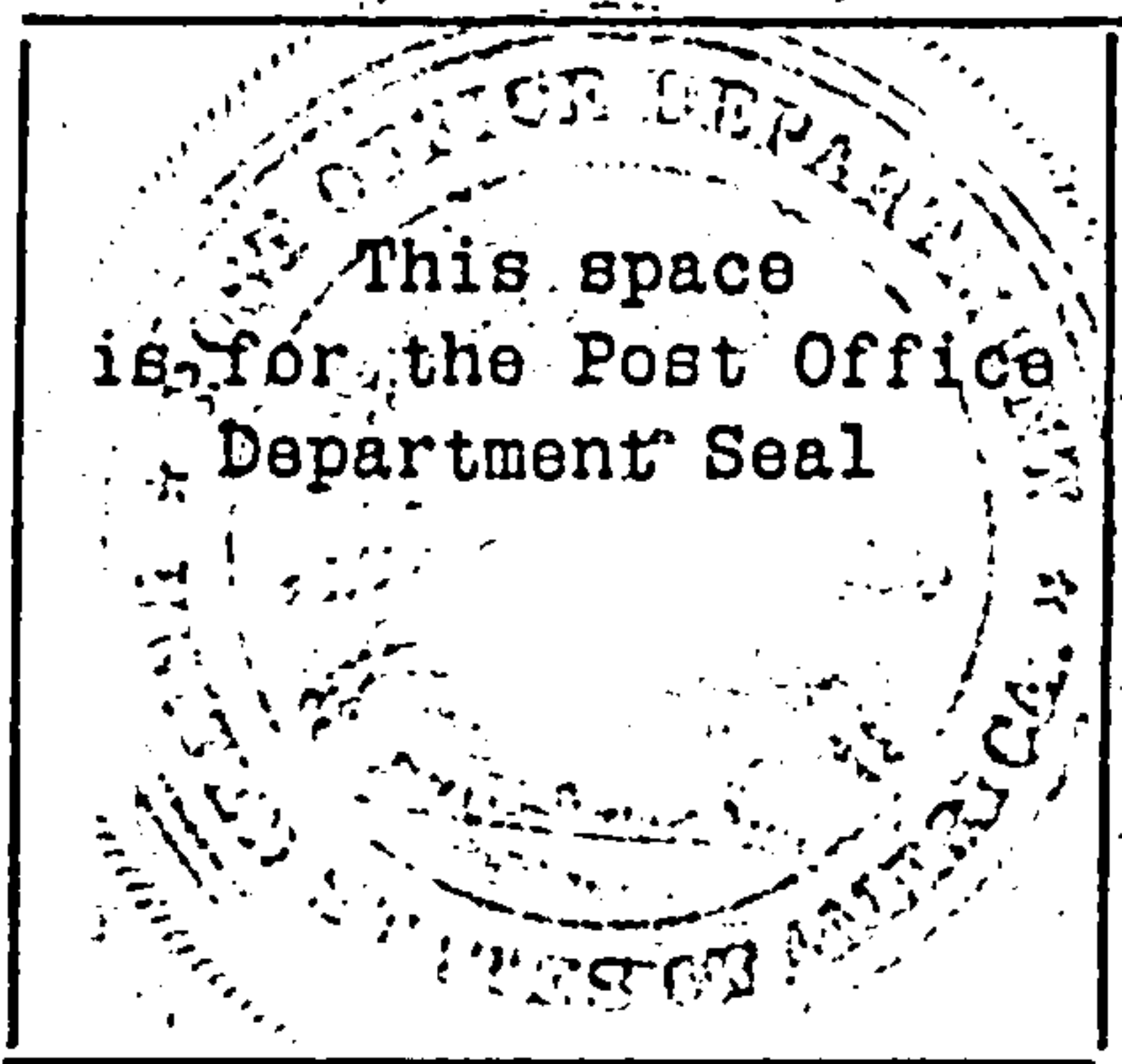
(Corporate Seal Here
If Corporation)

Lessor sign here
..... *Jake H. Johnson* (SEAL)
..... Jake H. Johnson and (SEAL)
..... *Mary L. Johnson* (SEAL)
..... Mary L. Johnson, his wife, (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

Lessor.

(Two Witnesses required to signature of Lessor)

1. *Robert C. Franklin*
2. *Jimmie L. Nail*



(Annual Rental, \$ 756.00)

THE UNITED STATES OF AMERICA

By..... *Ivory W. Thomas*
Acting Assistant Postmaster General
C

(Witness to signature of Assistant Postmaster General)

..... *Francis E. Kuhn*

Approved as to legality.

Adam S. Wendt
Solicitor for the Post Office Department
By *Adam S. Wendt*

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FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of ALABAMACounty of Shelby

SS:

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

Jake H. Johnson and

Mary L. Johnson, 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

Mary L. Johnson, wife

of the said Jake H. Johnson,

to me well known as the person signing said lease, and in the absence

of her husband, said wife

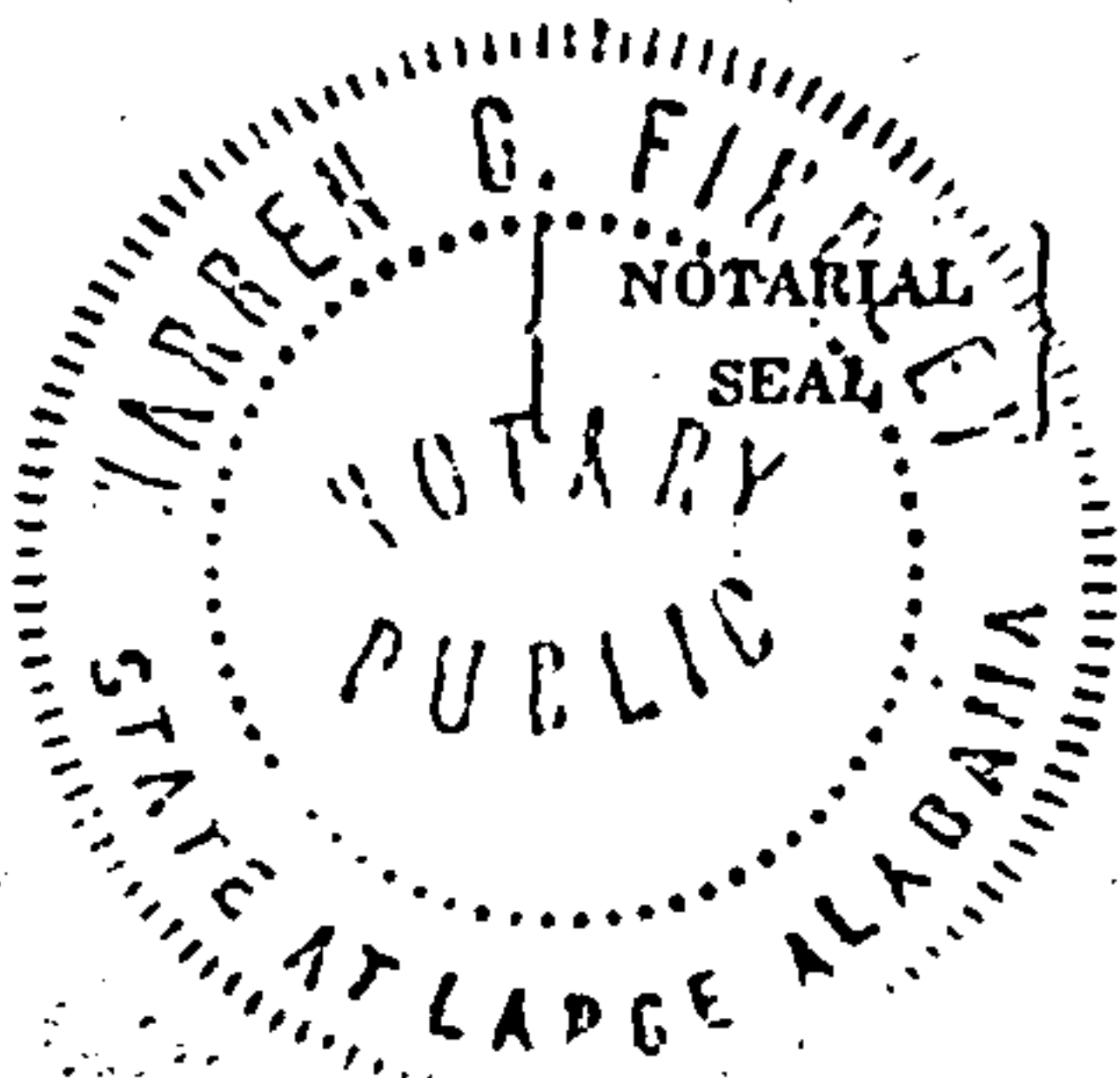
declared that she had of her own free will signed and sealed the foregoing lease for the purposes therein contained and set forth, including the release of homestead and dower therein, of which she had full knowl-

edge, without compulsion or undue influence of her

said husband.

Done at Calera, in the County and State aforesaid,

this 17th day of March, 1955



Warren G. Findley
Notary Public.

My commission expires 10/11/55

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Lease was filed for record the 9 day of April, 1955, at 8 o'clock P. M. and recorded in Deed Record 172 Page 329 and the Mortgage Tax of Deed Tax of _____ has been paid.

L.C. Walker Judge of Probate