

LEASE FOR POST OFFICE QUARTERS

This Indenture, made the 8th day of June 1916 between Michael B. Cunningham, and Belle S. Cunningham, his wife of Greer, Greenville County and State of South Carolina, party of the first part, and the UNITED STATE OF AMERICA, by ALBERT S. BURLISON, POSTMASTER GENERAL of the said UNITED STATES, party of the second part,

Witneseth: That the said party of the first part; in consideration of the rents and covenants contained, on the part of the party of the second part to be paid, kept and performed, had granted, demised and leased, 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 feet and four inches (20' 4") by sixty feet (60) feet inside measurement, on the first floor--with a shed for rural delivery horses in a rear part-- of the one-story brick premises, known as the "Post Office Building" situated on the Northeast side of Hill street, between Broad and Cannon streets (with a rear entrance from a rear yard, connecting with a 10-foot alley on the Southeast side of the block), in Greer, Greenville, County, South Carolina;

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, delivery, parcel post, and postal savings furniture, when necessary, together with satisfactory heat and light, heating and lighting fixtures, the requisite outside water closets, urinals, water, a fireproof safe with burglar-proof chest, etc., (rural delivery furniture 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 Greer, South Carolina 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 sixteen 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 six hundred dollars (\$600.00), 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 leased 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 expenses, without increase of rental, additional boxes, fixtures (including fixtures), and furniture, as the increasing wants of the community may reasonably call for the same, in the option 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 post office, and no rent 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 satisfactory condition, by the said party of the first part, for occupation as a post office; and it is further agreed that this lease and terminate whenever the post office 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 five 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 hereinbefore written, and the seal of the Post Office Department and the signature of the Postmaster General are hereunto affixed, this sixteenth day of June, 1916.

The United States of America, by

A. S. Busham

Postmaster General

see next page.