

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 post office, 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 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 the 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 shall cease 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 month's 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 peaceably and quietly to yield unto, 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.

The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all money payable to him hereunder is free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Provided, however, It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the contractor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commission on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods, nor in contracts for the sale or rental of real estate made by or through a bona fide established and recognized real estate agency.

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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 11th, day of February 1921.

Witness to the signature of the Postmaster General
N.A. Vacy.



The United States of America, by
J.C. Koons,
Acting Postmaster General.

Witnesses to the signature of the party
of the first part—two witnessed are required.
E.C. Bailey,
R.H. Bearden.

Michael B. Cunningham, (Seal)
Belle S. Cunningham, (Seal)

Approved as to form: Feb. 10th, 1921.
W.H. Lamer.

Solicitor for Post Office Department.

Approved as to fact
Annual rental \$1,200.00
Total for five years \$6,000.00
J.C. Koons,
First Assistant Postmaster General.

State of South Carolina,
County of Greenville.

Personally appeared before me, a Notary Public in and for the County and State aforesaid, Michael B. Cunningham and Belle S. Cunningham, 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 voluntarily act for the uses and purposes therein set forth. And on the same day also voluntarily appeared before me Belle S. Cunningham, wife of the said Michael B. Cunningham, 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, and that the "contingent fee clause" was attested before signing. Done at Greer, in the County and State aforesaid, this 7th, day of February 1921.

B.A. Bennett,
Notary Public.
My Commission Expires at the pleasure of the Governor.



State of South Carolina,
County of Greenville.

Personally appeared before me R.H. Bearden who being duly sworn says that he saw the within named Michael B. Cunningham and Belle S. Cunningham sign, seal and as their act and deed deliver the within lease and that he with E.C. Bailey witnessed the execution thereof.

Sworn to before me this February 26, 1921.

B.A. Bennett

R.H. Bearden

Notary Public



Recorded February 26th, 1921.