Mortgage Record, No. 78, Madison County, Iowa

William C. Krabiel and Mary L. Krabiel, his wife. to United States of America) Original Lease for Post Office Quarters #135 Fee $1.80

Filed for record the 20th day of January A.D. 1925 at 4:15 o'clock P.M. Gladys B. DeVault, Recorder. Paul Lucas, Deputy.

Post Office; Winterset, Madison County , Iowa. Date: December 29, 1924. Term: ten years, Beginning October 10, 1924. Rent; $832.00 per annum, Lease includes; Equipm't, h. & l. fixt., water, plumbing and necessary toilet facilities. (7 R.F.D. cases and stools owned by the U.S.)

STANDARD FROM OF GOVERNMENT LEASE (Real Estate) (As modified for use by the Post Office Department) LEASE BETWEEN William C. Krabiel and Mary L. Krabiel, his wife, Post Office Winterset, Madison County, Iowa, and The United States of America.

1. This Lease, made and entered into this twenty-ninth day of December, in the year one-thousand nine hundred and twenty-four by and between William C. Krabiel and Mary L. Krabiel, his wife, whose address is Winterset, Madison County, Iowa, 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-eight feet by eighty-eight feet, (28' x88'), inside measurement, providing 2464 square feet of floor space, net, on the first floor, and room 20' x 28' providing 560 square feet of floor space, net, in the cellar underneath, of the one story and cellar brick premises, known as 108 West Court Avenue, situated on the south side of West Court Avenue between First Avenue and Second Avenue, on lots Nos. 1 and 2, block No. 23 (with a rear entrance from an alley, 20' wide, at the rear of the building) in Winterset, Madison County, Iowa;

to be used exclusively for the following purposes; As and for a post office in Winterset, Madison County, Iowa;

3. To Have and to Hold the said premises with their appurtenances for the term beginning October 10, 1924 and ending with October 9, 1934; 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 that may be deemed necessary by the Post Office Department during the terms 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 water rates, 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 water, plumbing and necessary toilet facilities. The Lessor shall keep the saidheating and lighting fixtures and plumbing in good repair and condition during the term of this lease.

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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 atreasonable 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: Eight hundred and thirty two dollars, ($832.00), 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.

10. Whenever any building or part of a building or equipment 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 to any benefit to arise therefrom. Nothing, herein however, 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. The words "or equipment" were inserted before signing.

In Witness Whereof, the parties hereto have hereunto subscribed their names as of the date first above written.

William C. Krabiel (SEAL)
Mary L. Krabiel (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
Lessor (SEAL)
(Annual Rental, $832.00)
THE UNITED STATES OF AMERICA,
By Harry S. New.
Postmaster General
R.S.R.

(Two witnesses required to signature of Lessor)
1. Oscar Nelson
2. C. D. Butterfield

(Post Office Department Seal)
(Witness to signature of Postmaster General)
J. E. Dix.

Approved as to legality.
Edgar M. Blessing
Solicitor for the Post Office Department
S.E.B.

Approved as to terms of Contract.
John H. Bartley
First Assistant Postmaster General.
D.K. T. C.

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE,

State of Iowa, County of Madison, ss: Personally appeared before me, a Notary Public in and for the County and State aforesaid, William C. Krabiel and Mary L. Krabiel, 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. Krabiel, wife of the said William C. Krabiel, 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.

Done at Winterset, in the County and State aforesaid, this 29 day of December, 1924.

J. W. McKee
Notary Public.

NOTARIAL SEAL

My commission expires July 4, 1927.