IOWA STATE BAR ASSOCIATION
Official Form No. 135

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

FARM LEASE—CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Thomas L. Funk, single, ("Landlord"), whose address for the purpose of this Lease is RR 1, Edgewood, IA 52042

and Eugene A. Miller and Julie A. Miller, husband and wife, ("Tenant"), whose address for the purpose of this Lease is RR 2, Box 105, Arlington, IA 50606.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Delaware County, Iowa (the "Real Estate"):

Tillable acres on the Landlord's farm located in the Northwest Quarter of Section 3, Honey Creek Township, Delaware County, Iowa,

and containing 106 acres, more or less, possession by Tenant to commence on March 1, 19 92, and end on February 28, 19 93, and year to year thereafter.

2. **RENT.** Tenant agrees to pay to Landlord as rent for the Real Estate (the "Rent"):

Tenant agrees to pay cash rent of $11,660.00, one-half in the amount of $5830.00 has been paid, receipt of which is acknowledged by the Landlord. The balance of $5830.00 shall be due December 1, 1992.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing.

3. **PLANTING OF CROPS.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be designated and directed by Landlord. Tenant shall only be entitled to pasture or plow those portions of the Real Estate designated by Landlord.

4. **PROPER HUSBANDRY.** Tenant agrees to farm the Real Estate in a good and husbandmanlike manner, and to seek to obtain the best crop production that the soil and crop season will permit. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

5. **HARVESTING OF CROPS.** Tenant agrees to appropriately care for all growing crops in a good and husbandmanlike manner, and to harvest all crops in a timely fashion. In the event Tenant fails to do so, Landlord reserves the right, by himself or designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent.

6. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1, of the year following provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

7. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to to the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord $ _____ per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

8. **CARE OF SOIL.** Tenant agrees to distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant further agrees not to remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations.

9. **FERTILIZER, LIME AND CHEMICALS.** The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer		100%
(2) Lime and Trace Minerals		100%
(3) Weed Control Chemicals		100%
(4) Pest Control Chemicals		100%
(5) Weed Spraying, Weed or Pest		100%
(6) Other		

~~Phosphate and potash or oats or beans shall be allocated ... to the first year crop, ... to the second year crop and normal ... crops allocated ... % the first year, and ... % the second year. Lime and trace minerals shall be allocated over ... years. If this Lease is not renewed, and Tenant does not therefore receive the full allocable benefits, Tenant shall be paid by Landlord to the extent Tenant has not received the benefits. Unless specifically stated otherwise in writing by the parties to this Lease, Tenant agrees to furnish, without cost to Landlord, equipment and application for all fertilizer, lime, trace minerals and chemicals.~~

10. **COST OF COMBINING AND SHELLING OF CROPS.** The expense of combining and shelling of crops shall be borne as follows: _____% Landlord 100 % Tenant.

11. **FARM MACHINERY AND EQUIPMENT.** All necessary machinery and equipment shall be furnished at the expense of Tenant.

12. **CARE OF TREES, SHRUBS AND GRASS.** Tenant agrees to preserve and keep from injury all trees, vines and shrubbery that are now or may be planted upon the Real Estate.

13. **WEED CONTROL.** All noxious weeds shall be sprayed or otherwise timely destroyed by Tenant, at Tenant's expense. Tenant shall timely cut or spray with herbicide weeds in fence rows.

14. **FURNISHING AND CLEANING SEED.** Cleaned seed shall be furnished as follows: _____% Landlord 100 % Tenant.

15. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvesting of crops. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding and making repairs, or for other reasonable purposes.

3-90-5

For Assignment to Lenard Sac. Ctr
See Book 2 Page 64
5/15/92

FILE No. 190-3405
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 15 DAY OF May 1992 AT 4:27 O'CLOCK P. M. BOOK 3 PAGE 63

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc. CM 31

16. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other shall have the right to pursue the legal and equitable remedies to which it is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

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19. **LANDLORD'S LIEN AND SECURITY INTEREST.** Tenant agrees as an element of this Lease to waive and relinquish any rights of exemption to any of Tenant's personal property located on the Real Estate from sale or seizure under distress or execution on property that he holds at the time of the execution of this Lease or thereafter acquires as his exemption applies to any claim of Landlord against Tenant resulting from any violation of any term of this Lease. Tenant grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien on all Tenant's exempt and non-exempt personal property kept or used on the Real Estate including, but not limited to, all crops growing or grown on the Real Estate, as security for all sums due or which will become due from Tenant to Landlord. At Landlord's request, Tenant shall provide Landlord with a list of potential buyers of the crops grown on the Real Estate and shall sign financing statements prepared by Landlord to perfect Landlord's liens and security interests. If a list of potential buyers is requested by Landlord, Tenant shall not sell any crops grown on the Real Estate to a buyer who does not appear on the list.

20. **REPAIRS.** Tenant agrees to maintain the Real Estate, including hedges and fences, in good and proper repair. Landlord agrees to furnish necessary materials for repairs that Landlord deems necessary, and shall furnish the materials within a reasonable time after being notified of the need for repairs. Tenant agrees to haul the materials to the repair site without charge to Landlord.

21. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord.

22. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant agrees that Tenant will take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

23. **PARTICIPATION IN GOVERNMENT PROGRAMS.** The participation of the Real Estate in any offered program by the United States Department of Agriculture for crop production control or soil conservation shall be Landlord's option. Payments from participation in these programs shall be divided ________% Landlord ___100___% Tenant

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25. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

26. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

27. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

28. **DELAY IN GIVING POSSESSION.** In the event that possession cannot be delivered within fifteen (15) days of commencement of this Lease, either Landlord or Tenant may terminate this Lease by giving the other party notice in writing.

29. **TELEVISION AND RADIO.** Tenant shall have the right to install and remove, without causing material injury to any structures or the Real Estate, television reception antennas, microwave dishes, and radio reception and transmission antennas placed upon the Real Estate by Tenant.

30. **CONSTRUCTION.** Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to the context.

31. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, registered mail, return receipt requested, to the recipient's last known mailing address. The notice provisions of this Section 31 shall not apply to the notice of termination set forth in Section 6. The notice of termination is specifically governed by the Code of Iowa.

32. **ADDITIONAL PROVISIONS.**

DATED: Apr 17 1992

TENANT:

Eugene A Miller
Eugene A. Miller

Julie A Miller
Julie A. Miller

LANDLORD:

Thomas L Funk
Thomas L. Funk

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 17th day of April, 19 92, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Thomas L. Funk, single; and Eugene A. Miller and Julie A. Miller, husband and wife; to me known to be the identical persons named in and who executed the foregoing Lease and acknowledged that they executed the same as their voluntary act and deed.

Marcia K. Wessel
Notary Public in the State of Iowa

[ATTACH OTHER APPROPRIATE ACKNOWLEDGEMENT(S) HERE]

MARCIA K. WESSEL
MY COMMISSION EXPIRES
12/8/94

190-3405
DELAWARE COUNTY IOWA
FILED
'92 MAY 15 PM 4 27
BOOK 3 PAGE 63
RECORDER
$10.00

THOMAS L. FUNK
TO
EUGENE A. MILLER & WIFE

INDEXED IN
CHATTEL MTG. INDEX

Community Savings Bank
Box 77
Edgewood, IA 52042