F. A. Leeper
to
Bill Algreen

#3774
Fee $1.20

Filed for record the 3 day of December A. D. 1930 at 10:55 o'clock A. M.
Mildred E. Knott, Recorder.
Zelda Wildin, Deputy.

FARM LEASE

AGREEMENT OF LEASE, This day made between F. A. Leeper of the County of Dallas and State of Iowa, first party, and Bill Algreen of the County of Madison and State of Iowa, second party. The second party agrees to pay to the first party Seven Hundred & No/100 DOLLARS, for which he has given his three promissory notes of even date herewith as memorandum of this debt One for $100.00 due March 1, 1931, One for $300.00 due Sept. 25, 1931, and one for $300.00 due December 1, 1931. for the rent for the period hereinafter stated of the premises situated and described as follows:

The East one-half (E½) of the Souteast Quarter (SE¼) and all that part of the West Thirty (W.30) Acres of the Southeasy Quarter (SE¼) of the Northeast Quarter (NE¼) lying South of North River, all in Section Eleven (11), Township Seventy-six (76) North, Range Twenty-nine (29) West of the fifth P. M., Madison County, Iowa. (About------acres in cultivation) and no grass land to be plowed except by consent of first party. The second party agrees to take good care of the premises, and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to the first party, at the expiration of the term, in as good condition as at the commencement of this lease, (natural wear and tear and unavoidable accidents only excepted); and that in case immediate possession be not given on expiration or forfeiture of this lease, to pay to first party ten dollars ($10) per day for each and every day the premises are thus withheld. The said second party agrees to use premises for no other purpose than farming, and not to underlet the same, nor any part thereof, nor assign this lease to any other person, without the written consent of the said first party first had and obtained. This lease is to commence on the first day of March, 1931, and continue until the first day of March, 1932, reserving to the first party, his grantees, lessees, or agent the right to Fall-plow any stubble ground during the proper season of 1931, and to seed same to grain or grass, also granting same parties privilege to go upon premises at all times to make fences, buildings or other improvements; to show premises to prospective buyers, or for any other purpose which will not interfere with rights or privileges of second party.

Second party further especially agrees not to allow cockle burrs, burdock, velvet weeds, thistles, or any other noxious weeds or plants to go to seed on the farm or raodside adjoining. That he will haul out and properly spread on land most needing same all manure now accumulated or that shall be made during the lease. He also agrees to mow at least once during the summer all the roadsides, in lanes adjoining said farm; also all sloughs and uncultivated portions of said land, including fence rows and corners. Second party further agrees to faithfully and properly guard and protect said premises and crops thereon together with the buildings, fences, gates, trees, vines and shrubbery from all damage by fire or depredation of animals and to all times keep the premises in as good condition as their reasonable use will permit, unusual casualty and fire not caused by second party's carelessness only excepted.

The rent to be paid punctually, according to the terms of the conditions above named, A failure to pay the rent as agreed upon, or to comply with any of the stipulations of this lease by the said second party, or any attempt to dispose of the crop without the consent of the landlord, or an abandonment of the premises, or a failure of the tenant to farm the land in good farmer-like manner, shall mature the notes given for rent and shall authorize the said first party to consider the lease forfeited, without any demand for rent upon the premises or elsewhere, and he may take possession of the premises without notice and without process of law, or he may bring action as allowed by law, to recover possession. The said party shall have a lien for the rent at any time remaining unpaid, upon any and all the property of said second party brought upon, produced or used, on said premises during the term, whether the same is exempt from execution and attachment or not. A failure to pay any portion of the rent as the same becomes due shall mature the whole amount of rent. Taking additional security for the rent, shall not release or affect the lien herein stated. No repairs will be made by the lessor, except as herein stated, and it is agreed that the lessor shall not be liable for any damages to crops, though such damage might have been prevented by proper fencing.

And the first party agrees and covenants, that upon the payment of the rents herein specified, and the fulfillment of the covenants herein made, to maintain said second party his heirs or assigns, in the lawful possession and use of said premises until the end of said term.

IN WITNESS WHEREOF, We have hereunto set our hands this 2nd day of October 1930.

F. A. Leeper

Bill Algreen

STATE OF IOWA, Dallas County, ss:

On this 2nd day of October A. D., 1930, before me Allen T. Percy, a Notary Public in and for said County, personally appeared F. A. Leeper and Bill Algreen to me known to be the identical persons named in and who executed the foregoing instrument and whose name_ are affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

NOTARIAL SEAL

W. W. Andrew

Notary Public in and for said County.

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

That F. A. Leeper of the County of Dallas and State of Iowa, for and in consideration of the sum of Six Hundred & NO/100,_____, to me in hand paid the receipt of which is hereby acknowledged, does hereby Sell, Assign, Transfer and Set Over to the Iowa State Bank, of the County of Dallas and State of Iowa, the attached Farm Lease bearing date the 2nd day of October 1930, made and executed by F. A. Leeper and Bill Algreen, also two rent notes described as follows: one note for $300.00 dated October 2, 1930, signed by Bill Algreen payable to F. A. Leeper due Sept. 25, 1931 and one rent note for $300.00 dated October 2, 1930, signed by Bill Algreen payable to F. A. Leeper due Dec. 1, 1931.

Dated and signed this 2" day of Dec. 1930.

F. A. Leeper

Subscribed and sworn to before me this 2nd day of Dec. 1930.

NOTARIAL SEAL

W. W. Andrew

Notary Public in and for Dallas County, Iowa.