Leigh Brown & wife
To
Max Gendler

#1231

Fee $1.60

Filed for record the 6 day of March A. D. 1956 at 1:30 o'clock P. M.

Mary E. Welty, Recorder

LEASE

It is agreed by and between the parties hereto as follows: That Leigh Brown and Edith Brown husband and wife of Madison County, Iowa, do hereby lease to Max Gendler, of Polk County, Iowa, the following described real estate situated in Madison County, Iowa, to wit:

A tract of land containing two acres, more or less, situated in the Southeast Quarter of the Southeast Quarter of Section Twenty-seven (27), in Township 76 North, Range 27 West of the 5th P.M., being a tract which lies southeast of the concrete paved highway known as Primary Road No. 92 which now runs through said Southeast Quarter of the Southeast Quarter of said Section 27, and which tract is bounded by and included within a line which commences at the point where the south side of said highway intersects the west line of said Southeast Quarter of the Southeast Quarter of said Section 27, and runs thence south to the north line of the land owned by Sarah Gendler and Max Gendler in said last mentioned 40 acre tract, thence east along the north side of said land owned by Sarah Gendler and Max Gendler in said last mentioned 40 acre tract, to the dirt road which was formerly known as Primary Road No. 2 (a distance of approximately 235 feet), thence in a northeasterly direction along the westerly line of said dirt road to a point located 300 feet southwesterly from the point where said highway known as Primary Road No. 92 intersects said dirt road formerly known as Primary Road No. 2, thence to the nearest line of said Primary Road No. 92, thence Southwesterly along the line of said Primary Road No. 92 to the point of beginning --

It is understood and agreed that said point located 300 feet southwesterly from the point where said highway known as Primary Road No. 92 intersects said dirt road formerly known as Primary Road No. 2, is measured from an Iowa Highway Station post bearing number 220, and that said Leigh Brown and Edith Brown retain, and do not lease by this instrument, the land within 300 feet from said post;

for the period of forty (40) years from and after the date of this lease, for the rental price of Five Hundred ($500.00) Dollars, paid in advance on this day, receipt of which is hereby acknowledged.

The lessee shall have the right to construct a pond at his own expense, and maintain the same, all his own expense, during the term of this lease.

The lessee shall erect at his own expense a lawful, barbedwire fence all the way around the outside of said tract, where a fence is not already in place, and shall maintain and keep in repair, at his own expense, such fences as are now on the outside of said tract, and also any new fence which he may erect on the outside of said tract. The lessee may also erect a fence around the pond to be constructed on the premises and such other fences inside the said tract as he may desire; but the same shall be at lessee's own expense, and the maintenance of such fences shall be at the lessee's own expense. The lessors shall not be required to furnish any materials or labor for either the construction or repair of any fences on said premises during

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the term of this lease. There shall be no requirement for the lessors to maintain any fence on any partition line between said leased land and any other land of lessors, and any provisions of Iowa law as to partition fences shall not apply, but the lessor shall maintain all fences on such partition lines.

Dated at Winterset, Iowa, this 8th day of October, 1955.

Leigh Brown
Edith Brown
(Lessors)

Max Gendler
(Lessee)

STATE OF IOWA, MADISON COUNTY,) ss:

On this 8th day of October, 1955, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared Leigh Brown and Edith Brown and Max Gendler, to me known to be the identical persons named in and who executed the above and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Daniel J. Gallery Notary Public
in and for Madison County, Iowa.

STATE OF IOWA, MADISON COUNTY) SS:

On this 6th day of March, 1956, before me, the undersigned, a Notary Public in and for Madison Count, Iowa, personally appeared Max Gendler, to me known to be the udentical person named in and who executed the above and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL

Daniel J. Gallery, Notary Public
in and for Madison County, Iowa