Mortgage Record, No. 104, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 14589-55

H. W. & Harriet L. Dorman
To
Commodity Credit Corporation

#3397

Fee $2.00

Filed for record the 23 day of September A. D. 1959 at 9:00 o'clock A. M.

Mary E. Welty, Recorder

LEASE OF PROPERTY

THIS LEASE, made entered into this 24th day of August, 1959, by and between H. W. Dorman and Harriet _ Dorman of Truro, Iowa Lessor, and Commodity Credit Corporation, Lessee.

WITNESSETH THAT:

1. The Lessor leases to the Lessee, and the Lessee hereby leases from the Lessor, upon

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the terms and conditions hereinafter stated, the following described real estate (hereinafter called property) situated in the County of Madison and State of Iowa

Plot of ground - 100 feet by 518 feet
Located on West 10.6 acres of the east ½ of SW¼ south
of railroad. Section 15 (fifteen) TWP 74 Range 26
containing 1.15 acres, more or less.

2. The term of the lease shall be for a period of 10 years, commencing the 1st day of October 1959, and ending the 1st day of October, 1969, with the right of the Lessee, during such term or any extension thereof, to terminate said lease, and liability for any further rent, on the - day of - of any year, by giving - days' previous notice in writing to the Lessor.

3. As rent for said property, the Lessee shall pay the Lessor One Hundred Twenty Five & no/100 Dollars ($125.00) per year, such rent to be payable in advance, but to be apportionable in the event the lease is terminated as provided in paragraph 2 hereof.

4. The Lessor warrants that he is the owner of the property, has the right to give the Lessee possession under this lease, and will, so long as this lease remains in effect, warrant and defend the Lessee's possession against any and all persons whomsoever.

5. The Lessee shall have the right, during this lease, to erect storage structures or facilities, make alterations, install scales, fences, or signs, in or upon the premises hereby leased and, at the expiration of said lease or any renewal or extension thereof or at any time this lease is in effect, may remove said storage structures, facilities, scales, fences or signs or any part thereof, whether or not such structures, facilities, scales, fences or signs have become legally a fixture.

6. The Lessee shall not assign this lease without the written consent of the Lessor. The Lessee, may, however, sublet the structures on the premises leased hereunder, or any one or more of them for the term of the lease or any part thereof upon such terms and conditions as Lessee may wish to so sublet.

7. The Lessee, if required by the Lessor, shall, upon the expiration of this lease, restore the premises to the same condition as that existing at the time of entering upon the the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted: Provided, however, That if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Lessee 60 days before the termination of the Lease.

8. - -

9. - -

10. In the event any increased tax assessment is made against the Lessor or the property by virtue of the erection of storage structures and facilities thereon by the Lessee, the Lessor agrees to cooperate fully in any contest of such increased assessment which the Lessee feels should be made. The Lessee agrees that the rental hereunder shall be adjusted upward by the amount of any such increased tax assessment which the Lessor and Lessee mutually agree to be proper or which is determined to be legally valid in court proceedings.

11. No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this lease or purchase or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease or purchase if made with a corporation for its general benefit.

12. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contigent fee and that no such consideration or payment has been or will be made. Breach of this warranty shall give CCC the right to annul the lease, or, in its discretion, to deduct from the rental or purchase price the amount of such commission, percentage, brokerage, or contigent fees, This warrant shall not apply to commissions payable by the Lessor if the lease is secured or made through a bona-fide agent maintained by the Lessor for the purpose of leasing or selling his property.

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(Seal) H. W. Dorman LESSOR
(Seal) Harriet L. Dorman LESSOR

COMMODITY CREDIT CORPORATION, LESSEE
By Elton Faux Chairman,
Madison ASC County Committee

ACKNOWLEDGMENT

I, Leo F. King Do hereby certify that H. W. Dorman and Harriet L. Dorman to me known to be the person (or persons) who executed the foregoing instrument, personally appeared before me and acknowledged that he (she or they) executed the same as his (her or their) free act and deed and, in case said instrument was executed on behalf of a corporation, that he (she or they) as - - was duly authorized by the Board of Directors of said corporation to execute the said instrument on behalf of said corporation and to affix the corporate seal thereto.

Given under my official hand and seal this 24th day of August 1959.

(NOTARIAL SEAL) Leo F. King Notary Public

CERTIFICATION OF TRUE COPY

The undersigned hereby certifies that the foregoing agreement is a true, correct and authentic copy of an original agreement duly executed by the persons as above set forth.

NOTARIAL SEAL

Leo F. King Recording Offical
or Notary Public