Mortgage Record, No. 108, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 58-0443

Harold C. Moore
To
Commodity Credit Corp.

#3516

Fee $2.00

Filed for record the 30 day of August A. D. 1960 at 1:03 o'clock P. M.
Mary E. Welty, Recorder

LEASE OF PROPERTY

THIS LEASE, made entered into this 26 day of August, 1960, by and between Harold C. Moore of Booneville, 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 the terms and conditions hereinafter stated, the following described real estate (hereinafter called "property") situated in the County of Madison and State of Iowa

> Approximately 43000 square feet of space in the NE¼ of the SW¼ of Section 5 Township 77 Range 26 of the county of Madison, State of Iowa, containing .99 acres, more or less.

2. The term of the lease shall be for a period of 5 years, commencing the 26 day of August 1960, and ending the 1 day of October, 1965, 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 1 day of October of any year, by giving 30 days' previous notice in writing to the Lessor.

3. As rent for said property, the Lessee shall pay the Lessor Fifty Dollars (50.00) 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 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 30 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 Lessorand 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,

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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 warranty 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.

Harold C. Moore LESSOR

COMMODITY CREDIT CORPORATION, LESSEE
By Rodney De Witt
Chairman, Madison ASC County Committee

ACKNOWLEDGMENT

I, Leo F. King Do hereby certify that Harold C. Moore 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 26 day of August, 1960.

(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 Official
or Notary Public