Welch

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MARY E. KELLY
RECORDER
MADISON COUNTY, IOWA

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IOWA STATE BAR ASSOCIATION
Official Form No. 25

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# BUSINESS LEASE

~~RESIDENCE OR APARTMENT LEASE~~

**IT IS AGREED** this 31 day of March, A. D. 19 67, by and between Ella J. Henderson

Landlord, and Wano L. Welch

Tenants:

That the Landlord hereby leases to the Tenants, and the Tenants hereby lease from the Landlord, the following described premises, situated in Madison County, Iowa, to-wit:

South One third (1/3) of Lot Three (3) in Block Seventeen (17) of the Original Town of Winterset, Iowa,

in consideration of the mutual promises of the parties herein and upon the terms, provisions and conditions following:

1. **LEASE PERIOD.** The duration of this Lease shall be from first day of April, 19 67, to and including the last day of March, 19 68

2. **RENT.** Tenants shall pay rental for the original lease period as follows: $600.00 on the first day of April, 19 67, and $600.00 on the first day of October, 1967 during the lease period; said rental thus at all times to be paid in advance for each six-month period with interest on all delinquent rental at the maximum lawful contract rate from date due; all sums payable to the Landlord at ~~her residence in Winterset, Iowa, or~~ deposited in her account in Farmers & Merchants State Bank, Winterset, Iowa.

3. **USE.** Tenants shall use said premises only for retail and wholesale carpet, accessories and dry goods except paint, oil or flammable (pets?) materials

Tenants shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the purpose, use and occupancy of said premises; shall not permit said premises to be occupied for any purpose or permit any act which shall invalidate any policy of insurance on said premises, or increase the fire hazard, and shall pay promptly to Landlord any increase in rate of insurance on the premises resulting from Tenants' occupancy or act; shall keep the building by way of the rear entrance if there be one thereto; shall not overload floors and shall locate safes, washing machines, clothes dryers, dishwashers or other heavy equipment as prescribed by the Landlord, and shall not print or affix any sign except with the written consent of the Landlord.

4. **CARE OF PREMISES.** Tenants shall not permit or allow the premises to be damaged by pets or by any act or negligence of the Tenants or of any member of their family or of any person on the premises by the permission of Tenants; shall prevent pipes from freezing; shall promptly repair or replace any part of the fixtures, appliances or premises broken, damaged or destroyed or clogged or frozen (other than by reasonable wear and tear or by situations not caused by Tenants' negligence); shall maintain floors in as good condition as at the beginning of this lease, or as same may hereafter be improved; shall remove snow and all other obstructions from sidewalk; and shall surrender possession of said premises to the Landlord in as good repair and condition as the same are now, or may hereafter be placed (ordinary wear and tear, non-negligent damage by fire or the elements excepted), at the expiration of this lease without notice to quit. Tenants shall not do, or cause to be done, any interior decorating or remodeling unless Landlord consents in writing.

5. **ASSIGNMENT.** Tenants shall not assign this lease nor sub-let said premises or any portion thereof without the written consent of Landlord.

6. **ENCUMBRANCES.** Tenants' property as and when moved on said premises shall not be removed therefrom during the term of this lease except temporarily for uses reasonably and incidentally appropriate to its ownership. There are no encumbrances on said property except as follows:

Tenant shall have the right to sell inventory of merchandise in regular course of business.

7. **FIXTURES AND IMPROVEMENTS.** Tenants shall leave upon and surrender to the Landlord with the premises at the termination of the Lease all locks, brackets for curtains, and other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenants.

8. **UTILITIES.** *Except as otherwise expressly provided, Tenants shall furnish their own heat and all public utilities. These include* gas, water, electricity and city sewage disposal service, if any.

9. **TEMPORARY SUSPENSION.** If, by the express terms of this lease, Landlord is to furnish heat, hot water or other utility, he shall not be held responsible in any way for temporary suspension in supply of same and such temporary suspension shall not be deemed grounds sufficient to terminate this lease or any part thereof.

10. **INDEMNITY.** *Tenants shall hold the Landlord harmless for damage or injury which may be sustained by the Tenants from damage caused by breakage, leakage, or obstruction of pipes, and from latent defects not known to Landlord.*

11. **RIGHT TO ENTER.** Tenants shall allow the Landlord, his agents or workmen at reasonable times at his discretion, to enter the premises to inspect the same, make repairs or improvements, or show the property to persons desirous of leasing or purchasing. Landlord shall have the right to enter upon and into said premises, if in good faith he does so, in the absence or apparent absence of Tenants to meet an apparent emergency.

12. **SALE—CHANGES—TERMINATION.** This lease may be terminated by giving Tenants 30 ..... days written notice to quit in event of sale, or if possession is required for removing the building or buildings or materially altering or improving them. Time of termination and yielding of possession by Tenants shall be at the end of such period so designated in the notice.

13. **RENEWAL.** This written lease is renewed from term to term for the same length of time and upon the same terms including this paragraph if Tenants hold possession for 3 days after the expiration of this lease, provided that either party may terminate such lease during the first 30 days after said 3 days, by giving 30 days notice and the lease shall terminate 30 days after said notice is given.

14. **NO ORAL CHANGES.** No statement, representation or promise with reference to this lease or the premises leased, or any repairs, alterations or improvements or the change in the term of this lease shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenants.

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15. **LIEN.** Landlord shall have, in addition to the landlord's lien provided by statute, a lien upon all personal property of Tenants kept or used in said premises during the term of this lease and belonging to Tenants, whether such property is exempt from execution or not, and upon improvements, if any, placed or erected by Tenants on said premises, and upon the unexpired term of this lease, to secure the payments of rent due or to become due, and all expenses including attorneys' fees incurred by Landlord in litigation to collect rent hereunder, or possession, or to procure injunction to prevent removal of personal property, and to secure payment of damages to the premises caused or permitted by Tenants. The lien shall follow the property to whatever location removed, until all secured amounts are paid.

16. **OTHER REMEDIES.** If Tenants shall fail to comply with any of the terms or conditions of this lease the Landlord in addition to any other remedies may exercise, at his discretion, any one or more of the following remedies, to-wit: (1) declare the rent for said entire term due and proceed to collect the same; (2) elect to declare a forfeiture of this lease and all Tenants' rights hereunder, an ordinary 3 day notice to quit being sufficient for this purpose as well as being the basis for suit for possession. The partial payment of rent due shall not constitute a waiver of right of action for balance due aided by attachment or of action for forcible entry and detainer on account of the unpaid balance of rent for the month upon which part payment was made. In all provisions under this lease time is of the essence and the performance of all other obligations is material.

17. **ATTORNEYS' FEES.** In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this lease, or to protect the lien herein given, or in any other case permitted by law in which attorneys' fees may be collected from Tenants, or charged upon the property in paragraphs 6 and 15, above, they agree to pay reasonable attorneys' fees.

18. **NOTICE.** Any notice for which provision is made in this lease unless herein otherwise provided may be given by either party, to the other in any of the following ways: (1) by delivery of written notice; or (2) by service of written notice in the manner provided by law for the service of original notice; or, (3) by sending written notice addressed to the last known address by certified mail with a return receipt demanded; or, (4) by any other method of giving written notice if such notice is actually received; or, (5) if the Tenants are to be given the notice and if the premises be abandoned or vacant, by affixing written notice to any outside door of the dwelling or other building or in some conspicuous position on the premises.

19. **REMOVAL BY TENANTS—KEYS—SIGNS.** Upon removal from the premises by Tenants prior to the expiration of this lease, or Tenants' nonpayment of rent, Landlord's acceptance from Tenants of the keys to the premises or Landlord's advertising for rent or re-renting of the premises shall not constitute an acceptance by Landlord of a surrender of the lease by Tenants, nor shall it release the Tenants, but any rentals received shall be applied by Landlord on Tenants' rent less expenses incurred by Landlord in re-renting. At the time of the expiration of this lease, or any renewal thereof, or upon forfeiture thereof Tenants shall promptly deliver all keys for said premises to the Landlord at the place designated above for the payment of rent. Landlord shall have the right to place, keep and display in a visible location a "For Rent" or "For Sale" sign on said premises for a period of thirty days prior to the expiration of this lease.

20. **DELAY OF POSSESSION.** If Landlord is unable to give Tenants possession at the beginning of the term, the rent shall be rebated on a pro rata basis until possession can be given, which rebated rent shall be accepted by Tenants as full settlement of all damages occasioned by said delay, and if possession cannot be delivered within fifteen days of the beginning of said term either party may thereupon terminate this lease by giving the other party notice of such termination.

21. **FIRE.** If during the term of this lease the building or premises shall be destroyed by fire, the elements or other casualty, or taken by eminent domain, or condemned under police regulations, or partially destroyed, so as to render the premises **wholly unfit for occupancy**, and if they shall be so badly damaged that they cannot be repaired within 60 ..... days from the date of the damages, or if the Landlord elects not to repair them, this lease shall cease and become null and void from the date of such damage. Tenants shall immediately surrender said premises and rent shall be adjusted to the time of such surrender. If said premises shall be repairable within 60 ..... days from the happening of said damage and the Landlord elects to repair them, the rent shall not accrue while the repairs are being made but shall recommence immediately after said repairs have been completed. In case of termination of the lease under this numbered paragraph the Landlord may re-enter and re-possess said premises discharged of the lease and may remove all parties therefrom. If, however, said premises shall be so slightly damaged by fire or the elements **as not to be rendered unfit for occupancy** then the Landlord shall repair the same with reasonable promptitude and the rent accrued or accruing shall not cease or be terminated by reason of said damage.

22. **MULTIPLE DWELLING.** If the property leased is other than a separate private residence, Tenants shall not obstruct the halls or stairways, shall only use the same for passage to and from premises, shall not cover or obstruct any of the skylights or windows that admit light into courts, halls or passageways, shall not make or permit any disturbing noises in the building by themselves, their family, friends or servants or pets, nor do or permit anything by such persons or pets that will interfere with the rights, comforts or convenience of other lessees; shall not play on musical instruments after ten o'clock P. M.; shall not obstruct fire escapes, and shall obey such reasonable multiple apartment rules as the Landlord shall from time to time establish.

23. **ANTENNA.** Tenants shall have the right to install and shall remove television antenna on said premises and shall be liable for any and all damages occasioned thereby. They shall deposit $_____ with Landlord before any installation of television antenna upon said premises as security for damages to the premises resulting from such installation or removal.

24. **DEPOSIT SECURITY.** At the time of execution of this lease Tenants shall pay the Landlord in trust in addition to the rent for first month hereunder the sum of $_____. If Tenants fully comply with the terms of this lease said amount shall be applied upon the last month's rental under this lease or renewal or extension thereof. If Tenants fail to comply with the terms of this lease, said sum shall be applied by Landlord toward the payment of damages sustained by him by reason of Tenants' failure to comply with the terms of this lease including the non-payment of any rent. The amount of said deposit not so used shall be returned to the Tenants.

25. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

26.

SEE ATTACHED SHEET FOR ADDITIONAL PROVISIONS

Ella J. Henderson — Wano L. Welch

Ella J. Henderson — Wano L. Welch

**Landlord** — **Tenants**

Please type or print names under signatures as per Ch. 255 58th G.A.

STATE OF IOWA, MADISON COUNTY, ss:

On this 31 day of March, A.D. 19 67, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared ~~[illegible]~~ Wano L. Welch

to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Shirley A. Webster
Notary Public in and for said County

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

STATE OF IOWA, MADISON COUNTY, ss:

On this 31 day of March, A. D. 19 67, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Ella J. Henderson

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which [illegible] and acknowledged that they executed the same as their voluntary act and deed.

Harry F. Anderson
Notary Public in and for said County

IOWA STATE BAR ASSOCIATION
Official Form No. 17 Trade-Mark Registered, State of Iowa, 1957)
D-3093 This Printing: February 10, 1966 (Section 558.39, I.C.A.)

ADDITIONAL PROVISIONS IN BUSINESS LEASE
BETWEEN ELLA J. HENDERSON AND WANO L. WELCH

Tenant shall have the right to place a suitable sign on the front of the building in such a manner as not to damage the building and shall have the right to remove the sign at the expiration of the term of this lease and shall repair any damages on account of placing or removing the sign.

Paragraphs 12, 13 and 22 are hereby deleted.

Tenant shall have the right to renew this lease from year to year on the same terms and conditions as set forth herein for a period of not to exceed four (4) years from date of April 1, 1968. This right of renewal shall be subject to landlord's right to sell premises, and in the event of such sale by the landlord or her personal representative, tenant shall have no right to renew this lease for the year or years commencing April 1 next following such sale.

If tenant desires to renew lease, he shall give landlord written notice of his intention to renew such lease on or before the first day of February next preceding the April first renewal period. Such notice shall be given to the landlord or her personal representative by ordinary mail addressed to such person at his or her last known address.