STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 97321 Filed for Record this 31 day of March 19 75 at 10:16
Book 146 Page 8 Recording Fee 4.00 Mary E. Welty, Recorder, By [illegible] Deputy

# FARM LEASE—CASH OR CROP SHARES

## (FINANCING STATEMENT AND SECURITY AGREEMENT)

97321

**THIS LEASE**, made and entered into this 28 day of March, A. D. 19 75

by and between Rainbow Realty, Inc. hereinafter referred to as

Landlord, and Gayle McKinney [redacted], husband [redacted], hereinafter referred to as

Tenant,

WITNESSETH: That Landlord, in consideration of the agreements hereinafter mentioned to be kept and performed by Tenant, does by these presents lease to Tenant the following described land, situated in Madison County, Iowa, to-wit:

Northeast Quarter of the Southeast Quarter (NE¼ SE¼) and the South Half of the Southeast Quarter (S½ SE¼); and the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section Nineteen (19); and the North Half of the Northeast Quarter (N½ NE¼) of Section Thirty (30), all in Township Seventy-four (74) North, Range Twnety-nine (29), West of the 5th P. M., subject to all easements and right-of-ways now of record.

and containing 231 acres, more or less, to have and to hold the same to Tenant from the 1st day of March, 19 75, to the last day of February, 19 76. And Tenant, in consideration of the leasing of the premises as above set forth, and in consideration of the promises and performances herein undertaken by the Landlord, agrees with Landlord:

1. To pay as rent for the same to the Landlord at his residence in Council Bluffs, Pottawattamie County, Iowa, or at such other place as he may from time to time direct, as follows:

Cash rent of $8,600.00 payable:

$2,150.00 upon the signing of this Farm Lease by Tenant.
$2,150.00 on or before 8 May 75.
$4,300.00 at the end of the harvest season, but in no event later than 15 December 75.

2. To prepare such ground and to plant such crops as may be designated and directed by Landlord _____; unless otherwise agreed, in writing.[1]

3. **PROPER HUSBANDRY.** Tenant covenants to farm said premises in a good and husbandman-like manner; and, consistent therewith, and with the terms of this lease, to get the best crop production the nature of the soil and the season will permit.

4. **HARVESTING OF CROPS.** Tenant covenants to properly care for all growing crops in good and husbandman-like manner, and to harvest all crops in proper season, and failing so to do, Landlord may enter upon said premises, by himself or agents, and properly care for or harvest said crops and charge the cost to Tenant, as part of the rental herein, and so secured.

5. **TERMINATION OF LEASE.** This lease shall be continued for the above term herein provided, except as it may be terminated by default of Tenant, [illegible] unless by written notice served by either party upon the other party hereto on or before the first day of March next preceding the termination of any such year, the parties provide the same notice at an earlier time as follows: [illegible]

6. **POSSESSION AND CONDITION AT END OF TERM.** At the expiration of the term of this lease, Tenant will yield up the possession of said premises to Landlord, and failing thus to deliver up said premises, Tenant agrees to pay Landlord $ none per day, as liquidated damages for any holding over period. Said premises at the time of such delivery of possession shall be in as good order and condition as when the same were entered upon by Tenant, excusable or insurable loss by fire, inevitable accidents and ordinary wear excepted.

7. **FARM BUSINESS ONLY.** No business other than operation of this farm shall be conducted by the Tenant except: none

8. **CARE OF SOIL.** Tenant shall haul out and distribute upon the poorest tillable soil on said premises (except as may be otherwise directed by Landlord), all the manure and compost suitable to be used whether on said premises at the beginning of this lease or accumulated during the term thereof; and further he shall not haul or remove any straw from said premises, nor burn any straw, stalks or stubble thereon. All straw shall be the property of the Landlord unless otherwise herein expressly agreed, but Tenant may use same on premises for the farming operations.

9. **FERTILIZER, LIME AND CHEMICALS.** (a) Each shall be furnished, as required, by good husbandry, by the parties, and in the percentages as follows:

| | % Landlord | % Tenant |
|---|---|---|
| (1) Commercial Fertilizer | | |
| (2) Lime and Trace Minerals | | |
| (3) Weed Control Chemicals | | |
| (4) Pest Control Chemicals | | |
| (5) Weed Spraying, Weed or Pest | | |
| (6) Other | | |

(b) **Allocation:** Phosphate and potash on oats or beans shall be allocated _____% first year and _____% second year, and on all other crops allocated _____% first year and _____% second year. Lime and trace minerals shall be allocated over _____ years. If Tenant does not stay enough years to receive the full above allocated benefits, he shall be reimbursed to the extent not received. Except as set out above, Tenant agrees to furnish without cost all labor, equipment and application for all fertilizer, lime, trace minerals, and chemicals.

10. **COST OF COMBINING AND SHELLING OF CROPS.** Such expense shall be borne as follows by Tenant

11. **FARM MACHINERY AND EQUIPMENT,** as necessary shall be furnished at the expense of, and by Tenant

12. **CARE OF TREES, SHRUBS AND GRASS.** Tenant shall preserve and keep the fruit and ornamental trees, vines and shrubbery, that are now or may be planted on the premises, from injury by plowing or from cattle or other stock.

13. **WEED CONTROL.** All noxious weeds shall be sprayed or otherwise timely destroyed by Tenant. Weeds in fence rows shall by him be [illegible]

...ING ... be farmed as follows: ...

...CROPS

...any ... timothy, ... and for seed, Landlord is to receive ...0... % of all seed ... but ... shall make reasonable ... in cash ... received from cash rent land.

...CORN. Tenant shall reimburse Landlord for ... the Government corn ... in excess of ... bushels per acre.

...LANDLORD'S RIGHT OF ENTRY. Landlord ... upon the ... below the ground after Tenant has harvested the crops ... notice ... Landlord, or his ... representatives, may enter upon said premises for the purpose ... or other ... and ordinary purposes ...

5. **NO REMOVAL OF GRAIN OR PRODUCE UNTIL PAYMENT OF RENT.** ... further covenants except as arranged with ... not to remove any of the grain or produce raised on said premises during the term of said lease, until the rent herein specified ... or sell the same or any part thereof. And if any grain or produce raised on said premises during said term shall be removed ... without ... by any person or persons before the payment of said rent, ... Tenant should sell or attempt to sell said grain or produce, or any ... thereof, ... thereof, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person ... upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingencies said rent shall ... due and payable and Landlord, or his legal representative, shall have the right to enter into said premises and take possession of ... grain ... the same may be found; and to remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured ... or gathering, to cultivate the same and to preserve or protect the same until it shall be fit, and then harvest and gather or sell the same ... thereof, at private or public sale, and apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions ... and the payment of said rent hereby reserved.

17. **VIOLATION OF TERMS OF LEASE.** If Tenant shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the ... contained in this lease or shall assign this lease or underlet said premises or any part thereof without the written consent of the Landlord, ... lease shall, at the election of the Landlord, be null and void, and the Landlord, or his legal representatives, shall have the right to take possession of said premises, using force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become part of the rent, recoverable as rent. Without limiting the generality of the foregoing, any failure to pay rent when due shall entitle the Landlord to immediate possession, and any violation of the terms of this lease, or failure to pay any cash rent when due, shall cause all unpaid cash rent to become due and collectible at once, and without notice to, or demand upon, Tenant.

18. **DELIVERY OF LANDLORD'S GRAIN.** Tenant without cost to Landlord, shall deliver Landlord's grain, when requested by Landlord, from time to time, to the elevator, at _____, Iowa, or elsewhere as directed by Landlord, at no further distant point.

19. **LANDLORD'S STORAGE SPACE.** Landlord reserves _____% of the crib and granary space for storage of rent share crops.

20. **LANDLORD'S LIEN AND SECURITY INTEREST. TENANTS' WAIVER.** Tenant as to any of his personal property on said premises hereby waives and relinquishes all rights of exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale to the extent necessary to protect Landlord in the enforcement of his liens herein and in the payment of all rental as agreed. Said Landlord shall have in addition to the lien given by law, a security interest as provided in the Uniform Commercial Code of Iowa, upon all personal property owned, kept and used on said premises by Tenant, during the term hereby agreed to be paid. Landlord may proceed at law or in equity with any remedy by law for the recovery of rent, or from the termination of this lease, because of Tenant's default in its performance.

21. **REPAIRS.** Tenant shall keep said premises, including the hedges and fences, in proper repair, provided that Landlord shall furnish necessary material, that he or his agent consider needful to repair said premises within reasonable time after being notified, and Tenant shall haul said material to said premises without charge.

22. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected on the above described land during the term of this lease by Tenant shall be deemed as additional rent and shall inure to the premises and become the property of the Landlord unless permission to erect and remove same shall be obtained in writing and made a part of this lease.

23. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of Landlord without first obtaining his written order. As to this paragraph and as to paragraphs 21, 22 and 25, no mechanics' liens shall be imposed upon or foreclosed against the real estate described herein.

24. **PARTICIPATION IN GOVERNMENT PROGRAMS.** Participation of this farm in any offered program by the U. S. Department of Agriculture for crop production control or soil conservation and the observance of the terms and conditions of same shall be at the option of Landlord. Division of Government payments thereunder shall be 50-50 unless otherwise agreed between these parties, as follows: _____

25. **WELL, WINDMILL AND WATER SYSTEM.** Tenant agrees to keep the well, windmill and water system in good repair at his own expense, except in case of severe windstorm damage or complete destruction which cannot be attributed to his neglect. No guarantee either expressed or implied is made by Landlord for any continuous and adequate water supply.

26. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be a customary method and chosen by Landlord.

27. **ATTORNEY FEES AND COURT COSTS.** Tenant also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by Landlord and all crops growing, or in cribs or granary on said premises shall be security for all sums due or to become due from Tenant to Landlord as evidenced by book account or note held by and originally payable to Landlord (or either, if more than one).

28. **CHANGES IN LEASE TERMS.** No act of either party, or both parties, shall be construed as an extension of this lease, or any change in the terms and provisions, unless changes are reduced to writing and signed by both parties.

29. **DELAY IN GIVING POSSESSION.** If Landlord is unable with due diligence, to give Tenant possession at the beginning of the term hereof, the cash rent only shall be rebated on a pro rata basis as to time, until possession can be delivered, which rebated cash rental shall be accepted by Tenant as full settlement of all damages occasioned by said delay; and if possession cannot be delivered within 15 days after the beginning of the said term either Landlord or Tenant may thereupon terminate this lease by giving the other party notice of such termination.

30. **TELEVISION.** Tenant shall have the right to install and remove television antenna on said premises and shall be liable for any and all damages occasioned thereby.

31. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

32. **ADDITIONAL PROVISIONS.** By express agreement, the following special provisions are made a part of this lease:

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Gale W. McKinney

Gale W. McKinney

[redacted]

TENANT

Mailing address of Tenant; also sometimes referred to as Debtor in the Uniform Commercial Code, Section 554.9402:

Union Township, Adair County

Greenfield, Iowa 50849

Rainbow Realty, Inc.

by Sam Bittner

Sam Bittner, President

LANDLORD

Address of Landlord; also sometimes referred to as the Secured Party in the Uniform Commercial Code, Section 554.9402:

1207 West Broadway

Council Bluffs, Iowa 51501

For additional individual acknowledgments use Official Form No. 11

For additional corporate acknowledgments use Official Form No. 12

STATE OF IOWA, _____ County, ss:

On this 28 day of March, 19 75, before me, the undersigned a Notary Public in and for said County and said State, personally appeared GALE W. McKINNEY

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

NOTARIAL SEAL IOWA

CHET R. CHICKERING
MY COMMISSION EXPIRES
September 30, 1977

Chet R. Chickering

Notary Public in and for said County and State

1(Numbered paragraph 2 above), As to the desirability of this paragraph under certain circumstances, consider "The Farm Operation Agreement—Partnership or Lease" by Gene L. Needles and Edward R. Hayes, 6 Drake Law Review 37, at page 50, middle: "Social Security Problems in Farmers' Retirement Planning," by Francis Fitzgibbons, Program of Annual Tax School of the Iowa State Bar Association (1957) page 117; News Bulletin of Iowa State Bar Association, October 1956, page 3; and News Bulletin, February, 1957, page 1.

32. This being a cash lease, paragraphs 9, 14, 18, 19, and 24 are not applicable.

33. Both parties agree that time is of the utmost essence and any delay, even if only of one day, may, at the other parties option, cause forfeiture of this lease.

34. Both parties agree that this lease is given for the 1975 crop year only and tenant shall have no rights in said property upon termination of this lease.

35. Tenant expressly agrees that he waives any further right to a Farm Lease Termination Notice and further agrees that this lease, when signed by the landlord, shall constitute a Notice of Ternimnation of Tenant's lease after the 1975 crop year.

36. Termination of this lease shall be in accordance with the provisions of paragraphs 33, 34, and 35 herein.

37. Tenant shall make no autumn preparation for the 1976 crop year.

38. The cost of all fertilizer, lime and chemicals shall be paid by Tenant.

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

STATE OF IOWA, POTTAWATTAMIE COUNTY, ss:

On this 13 day of March, A.D. 19 75, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sam Bittner and _____, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument **to which this is attached,** that no seal has been acquired by the said) corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Sam Bittner and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Robert C. Heithoff

Robert C. Heithoff, Notary Public in and for the State of Iowa.

IOWA STATE BAR ASSOCIATION
Official Form No. 12 (Trade-Mark Registered, State of Iowa, 1967)
K-6543 This Printing: July 17, 1974

(Sections 558.28 and 558.29, Code of Iowa)