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Book 2006 Page 4880 Type 06 014 Pages 3

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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| RECORDED | <input checked="" type="checkbox"/> |
| INDEXED | <input checked="" type="checkbox"/> |

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**SECOND AMENDMENT
TO
LEASE AGREEMENT
IN MADISON COUNTY, IOWA
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

John E. Casper, 223 E. Court Avenue, PO Box 67, Winterset, IA 50273 515-462-4912

Taxpayer Information: (name and complete address)

Kisgen Family Trust, dated January 24, 2000

32051 Merlot Crest

Temecula, CA 92591

✓ **Return Document To:** (name and complete address)

John E. Casper

P.O. Box 67

Winterset, IA 50273

Grantors:

Kisgen Family Trust, dated January 24, 2000

Grantees:

Dan Allen

1966 175th Lane

Winterset, IA 50273

Legal Description: See Page 3


Document or instrument number of previously recorded documents:


27. **OPTION TO RENEW LEASE.** Tenant shall have the right and option to renew this lease for successive six (6) year periods. Such renewal(s) shall be on the same terms and conditions as provided herein except the annual rental amount shall be adjusted up or down to a sum of money equal to twenty-five dollars (\$25.00) more than the overall average cash rents per acre for Madison County, Iowa as established by the Iowa State University Extension Service in its annual Farm Leasing Survey for Iowa farm land. The Farm Leasing Survey for the calendar year preceding the year in which this lease would otherwise terminate shall be used by the parties to determine the overall average cash rents for the renewal term(s). The Tenant shall exercise this renewal option(s) by notifying the Landlord on or before September 1st preceding the calendar year of the lease termination in the manner provided in paragraph 23 of the Lease Agreement, as amended.

Attached as Exhibit "A" and incorporated herein is the legal description of the real estate subject to this Lease Agreement as amended.

This instrument is the Second Amendment to the Lease Agreement, dated February 2, 2006 and filed for record on February 3, 2006 in the Madison County Recorder's Office, in Book 2006 at Page 478. This Second Amendment is made by the undersigned parties on this 3 day of November, 2006.

Kisgen Family Trust, dated January 24, 2000

by: 
William J. Kisgen, Trustee and
authorized agent for Susan Kisgen
Landlord


Dan Allen
Tenant

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 3rd day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Dan Allen to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed.

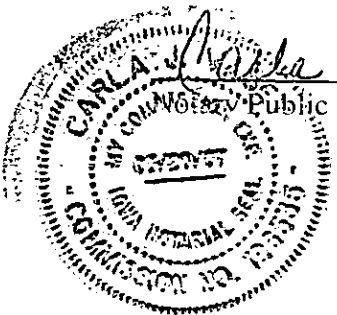

Carla A. Vasely
Notary Public in and for said State

EXHIBIT A

TRACT I

The South One-half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-two (32) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT II

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), and the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seventeen (17), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT III

The East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fourteen (14), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT IV

The West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Six (6) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT V

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), of Section Thirty-one (31) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT VI

The Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), and the South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30), and the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-one (31), all in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in these Sections.