

# FARM LEASE-CASH OR CROP SHARES

							_ hereinafter referred
		Steve Be	rch				Notomano: Totoma
Landlor	d, and	Steve De					
Tenant,		<del></del>	<del></del> _			· · · · · · · · · · · · · · · · · · ·	_ hereinafter referred
-	TNESSETI	d. That Landl	ord, in consider	ation of the agre	ements hereina	fter mentions	ed to be kept and perfe
				nant the following			
County,	lowa, to-	wit:			•		1
SEE	EXHIBI:	TTA "A"	CHED HERETO	AND MADE A	PART HERE	OF	FILED NO: BOOK_38_PAI
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				IND	<u>_</u> ,		1989 JAN -4 P
				PAGE	Fee \$1	15.00	MARY E. W RECORD MADISON COUN
and con	taining	250	acres, more or l	ess, to have and	to hold the sa	me to Tenant	from the <u>lst</u>
of _Mai	-						_, 19_95 And Tens
consider	ation of t	ne leasing of		above set forth,			e promises and perform
				llord at his reside	nce in So	merville,	MA
					_		time direct, as follows:
\$31	500 no -	navahle ¢a	1.150 00 as	the 1st day	of March	1000.	
\$3,1	50.00 o	n the 1st	day of Nove	ember, 1990	or march, and \$3.150	.00 on the	e
1st o	day of (	each March	and Noveml	ber thereaft	er until N	ovember 1	, 1994 when the
l payme	ent sha	ll be due.					
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2. 1	o prepare	such around	and to plant su	ich crops as may	he designate	d and directe	J: L
					De designato		a by Landiora
2 226	-	· unless of	herwise agreed	in writing 1			
3. PRO terms of th 4. HA	-	· unless of	herwise agreed, venants to farm said production the natural tricovenants to prop	in writing 1			
3. PRC terms of th 4. HA in proper charge the	-	· unless of	herwise agreed, evenants to farm sai production the natu t covenants to prop Landlord may enter rental herein, and s	in writing 1			
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12. WEED CONTROL. All nozious weeds shall be sprayed or otherwise timely destroyed by Tenant. Weeds in fence rows shall by him be timely cut with a mower or scythe or sprayed with herbicide.

\_% of all seed free of expense to

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- 15. LANDLORD'S RIGHT OF ENTRY. Landlord reserves the right to plow the ground after Tenant has harvested the crops if notice of the termination of this lease has been properly served. Landlord, or his legal representatives, may enter upon said premises for the purpose of viewing or seeding and making repairs, or other reasonable and ordinary purpose as Landlord.
- 16. NO REMOVAL OF GRAIN OR PRODUCE UNTIL PAYMENT OF RENT. Tenant further covenants except as arranged with, or agreed by Landlord not no remove any of the grain or produce raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid nor to sell the same or any part thereof. And if any grain or produce raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent, or if tenant should sell or attempt to sell said grain or produce, or any part thereof, except as aforesaid, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whelever before said rent shall be fully paid, then upon the happening of any such contingencies said rent shall be fully paid, then upon the happening of any such contingencies said rent shall be fully paid, then upon the happening of any such contingencies said rent shall when the right to enter into said premises and take possession of said grain, wherever 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 for harvesting or gethering, 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, or any part thereof, are private or public sale, and apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.
- 17. VIOLATION OF TERMS OF LEASE. If Tenent shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease or shall assign this lease or underlet said premises or any part thereof without the written consent of the Landlord, then this lease shall, at the election of the Landlord, be null and void, and the Landlord, or his legal representatives, shall neve 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 claim of the terms of this lease, or failure to pay any cash rent when due shall entitle the Landlord to immediate possession, and any claim of the terms of this lease, or failure to pay any cash rent when due, shall cause all unpaid cesh rent to become due and collectible at once, and without notice to, or demand upon, Tenant.

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- 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 lows, 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. Tenent 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 Tenent 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 Gov.

ernment payments thereunder shall be 50-50 unless otherwise agreed between these parties, as follows: 100% to Tenant

- 25. WELL, WINDMILL AND WATER SYSTEM. Tenent agrees to keep the well, windmill and water system in good repear 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 securify 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 Teneat 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: SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Steve Berch	Nelson I. Treece
TENANT	LANDLORD
Mailing address of Tenant; also sometimes referred to as Debtor in the Uniform Commercial Code, Section 554.9402:	Address of Landlord; also sometimes referred to as the Secur Party in the Uniform Commercial Code, Section 554.9402;
R. R. 4	14 Garrison Ave., Apt. 1
Winterset, Iowa50273	Somerville, MA 02144
STATE OF XXXXCounty	
a 23rd Docombon	88 before me, the undersigned a Notary Public in and for said Cou
On this 2310 day of December 19	the state of the state of the state of said Cod
On this day of Becember 19 and said State, personally appeared Nelson L. Trees	ce
and said State, personally appeared NEISON L. ITEE	/
and said State, personally appeared NEISON L. ITEE	secuted the foregoing Lease, and acknowledged that they executed

# FARM LEASE - NELSON L. TREECE AND STEVE BERCH

### EXHIBIT "A"

# TRACT 1:

The West 63 1/2 acres of the North One-half (1/2) Southeast Quarter (1/4) and the West 63 1/2 acres of the South One-half (1/2) of the Northeast Quarter (1/4) of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; and,

# TRACT 2:

Commencing at a point 33 rods West of the Northeast Corner of the South One-half (1/2) Southeast Quarter (1/4) of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., and running thence West to the Northwest Corner of said 80 acre tract, thence South to the Southwest corner of the North One-half (1/2) Northeast Quarter (1/4) of Section Three (3), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., thence East on the South line of said North One-half (1/2) Northeast Quarter (1/4) of said Section Three (3), Township Seventy-four (74) North, Range Twenty-eight (28) 106 rods, thence in a Northeasterly direction to the point of beginning

# EXHIBIT "B"

- 32. It is the intent of the Landlord to expend all amounts of the annual rent installments exceeding the cost of real estate taxes, insurance and other expenses required by law to the capital improvement and repair of the leased real estate. Landlord therefore agrees to expend such amounts of the annual rental installments exceeding real estate taxes, insurance and other expenses required by law for items to improve or repair the farm, provided, however, that Landlord reserves the right to determine the necessity, practicality, feasibility and desirability of each item to be purchased and installed and the economic impact of each such item.
- 33. If in the last year of this lease term, the tenant at his own expenses supplies grass seed to seed down any part of the leased premises, Landlord agrees to reimburse tenant for the cost of such grass seed if the lease is not renewed or tenant otherwise does not continue in possession of the leased premises for the year following the last year of the lease term.