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STATE OF IOWA, ss. Inst. No. \_\_\_\_\_ Filed for Record this 22 day of April 19 94 at 2:37 PM  
MADISON COUNTY, Book 42 Page 216 Recording Fee \$ \_\_\_\_\_ Michelle Ulsler, Recorder, By Betty M. Nibbs Deputy

**AFFIDAVIT**

STATE OF IOWA, COUNTY OF DALLAS, ss:

I, Jerry Slater, after being first duly sworn on oath, depose and state:

COMPUTER   
RECORDED   
COMPARED

That I am a resident of Dallas County, Iowa;

That I am familiar with the following described property:

The South Half (1/2) of the Northwest Quarter (1/4) and the Northeast Quarter (1/4) of the Southwest Quarter (1/4) in Section Twenty (20), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa;

I know of my own personal knowledge that wherever in the chain of title to the above-described property the names Sheila Nolan, Sheila Nolan Town, and Sheila M. Town appear, they refer to one and the same person, to-wit: Sheila M. Town;

I know of my own personal knowledge that wherever in the chain of title to the above-described property the names Richard Polly and Richard E. Polly appear, they refer to one and the same person, to-wit: Richard Polly;

I know of my own personal knowledge that wherever in the chain of title to the above-described property the names William Nolan and William M. Nolan appear, they refer to one and the same person, to-wit: William M. Nolan;

I know of my own personal knowledge that wherever in the chain of title to the above-described property the names Mark Nolan and Mark J. Nolan appear, they refer to one and the same person, to-wit: Mark J. Nolan;

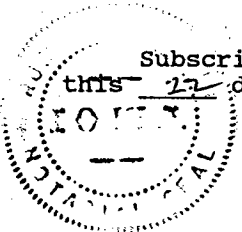
That the warranty deed transferring the above-described property to Steven K. Martens and Angela M. Martens contains the following language: "THIS DEED IS SUBJECT TO THE RIGHTS OF THE TENANT". Attached to this affidavit is a copy of the present lease which contains all the rights of the present tenant.

Further this affiant saith not.

Jerry Slater  
Jerry Slater

Subscribed and sworn to before me by the said Jerry Slater, this 22 day of April, 1994.

Russell Glenn  
Notary Public in and for the State of Iowa





Farm and Ranch Management ■ Agricultural Consultation ■ Real Estate Sales  
Agricultural Appraisals ■ Insurance ■ Commodity Trading

FARM/RANCH LEASE AND SECURITY AGREEMENT

Parties: This Farm/Ranch Lease and Security Agreement ("Lease") is made and entered into this 25 day of August, 19 92 by and between Farmers National Co., Farm Mgmt. Agent for the property owner Nolan-Breen, P.O. Box 601, Creston, IA 50801 hereinafter referred to as the LANDLORD, and Tom Lauterbach, 3628 Q AVENUE, Van Meter, IA 50261 hereinafter referred to as the OPERATOR.

Property: The LANDLORD leases to the OPERATOR the following described property:  
10.1 Ac. E of rd in SE1/4 SE1/4 Sec 19 and S1/2 NW1/4 & NE1/4 SW1/4 & S1/2 SW1/4 Sec 20 and N1/2 NW1/4 Sec 29 all in T77N R27W of the 5th P.M.

Madison County, State of Iowa, containing approximately 290.1 acres.

Term: The term of this Lease shall begin on 03/01/93 and end on 02/28/94 without notice of any type being required of the LANDLORD.

Rent: The OPERATOR shall pay rent to the LANDLORD as follows:  
50% of all crops and crop residue grown on the above described property during the 1993 crop year.

ANY CASH RENT IS DUE AS FOLLOWS:

Expenses: Except as otherwise specified herein, the expenses incident to the operation of the property during the term of this lease shall be paid as follows: All crop production material expenses (seed, fertilizer, herbicide, insecticide) are to be shared 50-50. Hi-boy and/or aerial spraying costs shared 50-50 after farm manager approval. Fertilizer program to be approved by farm manager.

OPERATOR responsibility for hauling costs shall be limited to 5 miles.

Farm Programs: With respect to participation of this farm in Government Agricultural Programs, the division of payments shall be as follows:

1993 farm program payments to be shared 50-50. Soil conservation projects shall be at the option and expense of the owner and subsequent cost sharing payments, if any, shall belong to the owner.

Agricultural Chemicals: The OPERATOR agrees that not less than the following amounts of fertilizer, agricultural lime, and other specified chemicals will be applied: Limestone and application 50-50 with operator's share prorated over 4 years.

Operating Covenants: The parties hereto agree to be bound by Operating Covenants 1 through 39, herein, except the following: 24

ADDENDUM ATTACHED: Yes \_\_\_ No X

Rev. 8-92

INITIALS J.L.  
Tom

FARM NO. 8361

Nolan-Breen  
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