MADISON COUNTY,

SS

Inst. No

730

Recording Fee \$ 11.00 Michelle Utsler, Recorder, By Letty

FARM LEASE—CASH OR CROP SHARES

THIS LEASE ("Lease") is made between	IA 50038	
Some Allean	/NT M	, and
purpose of this Lease is Route 1, Box 241 Winderset.	2A 56273	whose address for the
THE PARTIES AGREE AS FOLLOWS:		4
PREMISES AND TERM. Landlord leases to Tenant the following real estate situated (the "Real Estate"):	d in <u>Madison</u>	County, lowa
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Facus in section 25 of Jefferson R-27-W and 75 acres in section	30 of LC. To	ms blo
T-75-N R-06-W	00 00 700	2G(,)p
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and containing 83 acres, more or less, possession by Tenant to commence on	March 1, 19	95 , and end on
2. RENT. Tenant agrees to pay to Landlord as rent for the Real Estate (the "Rent"):		
Rental price will be \$70.00 per due on November 1, 1995.	acre Votalin	9 \$ 5,810
due on Dovember 1, 1995.	00164	<u>'</u>
200 01C 30 00 000 11 1	COMPUT RECORD	
	COMPAR	
All Rent is to be paid to Landlord at the address above or at such other place as Landlord. 3. PLANTING OF CROPS. Tenant shall prepare the Real Estate and plant such crops in by Landlord. Tenant shall only be entitled to pasture or plow those portions of the Real Es	a timely fashion as may be de	esignated and directed
4. PROPER HUSBANDRY. Tenant agrees to farm the Real Estate in a good and husb crop production that the soil and crop season will permit. Tenant shall do what is reasons not limited to, the maintenance of existing watercourses, waterways, ditches, drainage ar practice which will cause damage to the Real Estate.	ably necessary to control soil	erosion including, but
5. HARVESTING OF CROPS. Tenant agrees to appropriately care for all growing crohavest all crops in a timely fashion. In the event Tenant fails to do so, Landlord reserves upon the Real Estate and properly care for and harvest all growing crops, charging the cost of t	the right, by himself or design	nated agents, to enter
6. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration fror unless either party gives due and timefy written notice to the other of an election not to renew on March 1, of the year following provided that the tenancy shall not continue because of in the performance of this Lease. All notices of termination of this Lease shall be as provided.	w this Lease. If renewed, the to an absence of notice in the e	enancy shall terminate
7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, T		
to the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$ \(\Delta \text{DML} \) delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shat condition, and substantially the same as it was received by Tenant at the commencement unavoidable accidents and ordinary wear, excepted.	per day, as liquidated damag il assure that the Real Estate t of this Lease, excusable or	es until possession is is in good order and insurable loss by fire,
8. CARE OF SOIL. Tenant agrees to distribute upon the poorest tillable soil on the Rea of the manure and compost from the farming operation suitable to be used. Tenant furthourn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as materials, however, upon the Real Estate for the farming operations.	er agrees not to remove from	the Real Estate, nor
 FERTILIZER, LIME AND CHEMICALS. The following materials, in the amounts required paid for by the parties as follows: 	red by good husbandry, shall t	be acquired by Tenant 🦿
(4) Communicat Contilling	% Landlord	% Tenant /OO
(1) Commercial Fertilizer		100
(3) Weed Control Chemicals	<u> </u>	100
(4) Pest Control Chemicals		100
	——————————————————————————————————————	100
(5) Weed Spraying, Weed or Pest	- / // - -	-12-
Phosphate and potash on oats or beans shall be allocated% the first year an	d f) - %the second	
	Lime and trace minerals sh	year, and on all other
years. If this Lease is not received and Tenant does not therefore receive the andiord to the extent Tenant has not received the benefits. Unless specifically stated of renant agrees to furnish, without cost, all labor, equipment and application for all fertilizer,		
10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining a	nd shelling of crops shall be	borne as follows:
% Landlord/% Tenant.		1 1
11. FARM MACHINERY AND EQUIPMENT. All necessary machinery and equipment sl		
 CARE OF TREES, SHRUBS AND GRASS. Tenant agrees to preserve and keep froi r may be planted upon the Real Estate. 	m injury all trees, vines and sh	nrubbery that are now
 WEED CONTROL. All noxious weeds shall be sprayed or otherwise timely destroy imely cut or spray with herbicide weeds in fence rows. 	yed by Tenant, at Tenant's e	xpc ise. Tenant shail

14. FURNISHING AND CLEANING SEED. Cleaned seed shall be furnished as follows:

15. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvesting of crops. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding and making repairs, or for other reasonable purposes.

_% Landford ______% Tenant.

16. VIOLATION OF TERMS OF LEASE, If Tenant or Landlegal and equitable remedies to which it is entitled. Tenant's faild due and payable, without any notice to or demand upon Tenan	ord violates the terms of this Lease, the other shall have the right to pursue the ure to pay any Rent when due shall cause all unpaid Rent to become immediately nt.
17. DELIVERY OF GRAIN, Tenant, without cost to Landlord	d, shall deliver Landlord's grain pursuant to request, at reasonable times, to the
elevator at, or elsewhere at no further of	
18. LANDLORD'S STORAGE SPACE. Landlord reserves	% of all crib and granary space for storage of the rent share crops.
exemption to any of Tenant's personal property located on the holds at the time of the execution of this Lease or thereaft resulting from any violation of any term of this Lease. Tenant gr in the towa Uniform Commercial Code and a contractual lien of Real Estate including, but not limited to, all crops growing or gi from Tenant to Landford. At Landford's request, Tenant shall is State and shall sign financing statements prepared by Landford.	nant agrees as an element of this Lease to waive and relinquish any rights of a Real Estate from sale or scizure under distress or execution on property that ter acquires as his exemption applies to any claim of Landlord against Tenant ants to Landlord, in addition to any statutory liens, a security interest as provided on all Tenant's exempt and non-exempt personal property kept or used on the rown on the Real Estate, as security for all sums due or which will become due provide Landlord with a list of potential buyers of the crops grown on the Real stream of the perfect Landlord's liens and security interests. If a list of potential buyers on the Real Estate to a buyer who does not appear on the list.
20. REP/ 'RS. Tenant agrees to maintain the Real Estate,	including hedges and fences, in good and proper repair. Landford agrees to necessary, and shall turnish the materials within a reasonable time after being
21. NEW IMPROVEMENTS. All buildings, fences and impro	overnents of every kind and nature that may be erected or established upon the institute additional rent and shall inure to the Real Estate, becoming the property
22. EXPENSES INCURRED WITHOUT CONSENT OF LAN first obtaining Landlord's written authorization. Tenant agrees the upon the Real Estate.	IDLORD. No expense shall be incurred for or on account of the Landford without nat Tenant will take no actions that might cause a mechanic's lien to be imposed.
23. PARTICIPATION IN GOVERNMENT PROGRAMS. The Department of Agriculture for crop production control or soil consessall be divided% Landlord%	e participation of the Real Estate in any offered program by the United States ervation shall be Landlord's option. Payments from participation in these programs.
24. WELL, WINDMILL AND WATER SYSTEM. Tenant agree	ees to maintain all well, windmill and water systems on the Real Estate in good vindstorm of weather. This Lease includes no guarantee, either expressed or
 ACCOUNTING. The method used for dividing and account the locate. 	ounting for the harvested grain shall be the customary and usual method used \widetilde{arphi}
entitled to recover court costs and reasonable attorneys' fees.	files suit to enforce any of the terms of this Lease, the prevailing party shall be arty, by act or omission, shall not be construed as a material alteration of this
Lease until such provision is reduced to writing and executed b	by both parties as addendum to this Lease.
 DELAY IN GIVING POSSESSION. In the event that posteres, either Landlord or Tenant may terminate this Lease by 	ssession cannot be delivered within fifteen (15) days of commencement of this giving the other party notice in writing
29. TELEVISION AND RADIO. Tenant shall have the right	gring the other party thouse it withings to install and remove, without causing material injury to any structures or the and radio reception and transmission antennas placed upon the Real Estate by
The state of the s	the acknowledgement, are construed as in the singular or plural and as the
appropriate gender, according to the context.	
U.S. mail, registered mail, return receipt requested, to the recipi not apply to the notice of termination set forth in Section 6. The	be made in writing and shall either be delivered in person, or be mailed in the ient's last known mailing address. The notice provisions of this Section 31 shall a notice of termination is specifically governed by the Code of Iowa.
32. ADDITIONAL PROVISIONS.	
Tenant shall be resoon	sible only for weed and
Tenant shall be respon thistle control on the a	
thistle control on the a	bove noted cropland.
DATED: 3-3-95	
John E Melin	LANDLORD: Williamons
108 A	•
MALE OF TOTAL)
A COD) ss:
ONIT OF THE W)
Di Distriction of the state of	9 4 b, before me, the undersigned, a Notary Public in and for said County
and said State, personally appeared	O A GAMISO
J. S.	
o n'e khowa'to pe bé identical persons named in and who execu 'diuntam, act this deed.	ited the foregoing lease and acknowledged that they executed the same as their
Courses graphs and acca.	And land
	Notary Public in the State of Iowa
LATTACK CTUED ADDOOR	<i>\(\)</i>
(ATTACH OTHER APPROP	PRIATE ACKNOWLEDGEMENT(S) HERE]
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and the state of t	:

Hale Rumann