OWA	STATE	BAR	ASSOCIATION
Officia	d Form	No. 1	25

THIS LEASE ("Lease") is made between Haze/ Reimann	
("Landlord"), whose address for the purpose of this Lease is _/3/ E. Watrow	s, Des Moines, IA 503/5
John E. Melroy	, ("Tenant"), whose address for the
purpose of this Lease is Route 1, Box 281, Winter	-0/ TA 50073
THE PARTIES AGREE AS FOLLOWS:	red in Madi Son County, Iowa
1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situations and the state of the sta	ed in <u>Madi Son</u> County, Iowa
(the "Heal Estate"):	YTY
all crop land in Section 25 g. T-77-N R-27-W deeded to Hbz	Jefferson lownship
T-17-N R-27-W deeded to Hkz	el Reimann
	× × × × × × × × × × × × × × × × × × ×
and containingacres, more or loss, possession by Tenant to commence on	<u>March</u> , 19 <u>95</u> and end on
2. RENT. Tenant agrees to pay to Landlord as rent for the Real Estate (the "Rent"):	1 1 1. 4 A OLLA 00 9
Rental price will be \$70.00 per acr due on November 1, 1995	e totaling "and on
due on November 1, 1995	COMPUTER_V
•	RECORDED
	COMPARED R
Il Rent is to be paid to Landlord at the address above or at such other place as Landlo	
PLANTING OF CROPS. Tenant shall prepare the Real Estate and plant such crops i y Landlord. Tenant shall only be entitled to pasture or plow those portions of the Real E	in a timely fashion as may be designated and directed Estate designated by Landlord.
4. PROPER HUSBANDRY. Tenant agrees to farm the Real Estate in a good and hus rop production that the soil and crop season will permit. Tenant shall do what is reasor of limited to, the maintenance of existing watercourses, waterways, ditches, drainage a ractice which will cause damage to the Real Estate.	nably necessary to control soil erosion including, but
5. HARVESTING OF CROPS. Tenant agrees to appropriately care for all growing crearvest 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	ops in a good and husbandmanlike manner, and to s the right, by himself or designated agents, to enter
6. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from the seither party gives due and timely written notice to the other of an election not to rene and March 1, of the year following provided that the tenancy shall not continue because o	om year-to-year, upon the same terms and conditions ew this Lease. If renewed, the tenancy shall terminate of an absence of notice in the event there is a default
n the performance of this Lease. All notices of termination of this Lease shall be as prov 7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease,	rided by law. Tenant will relinquish possession of the Real Estate to
o the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$_\textstyle \textstyle \te	per day, as liquidated damages until possession is all assure that the Real Estate is in good order and
8. CARE OF SOIL. Tenant agrees to distribute upon the poorest tillable soil on the Ref the manure and compost from the farming operation suitable to be used. Tenant furth urn, any straw, stalks, stubble, or similar plant materials, all of which are recognized atterials, however, upon the Real Estate for the farming operations.	her agrees not to remove from the Real Estate, nor
FERTILIZER, LIME AND CHEMICALS. The following materials , in the amounts required to by the parties as follows:	uired by good husbandry, shall be acquired by Tenant
(1) Commercial Fertilizer	%Landlord %Tenant
(2) Lime and Trace Minerals	-0- 100-
(3) Weed Control Chemicals	<u> </u>
(4) Pest Control Chemicals (5) Weed Spraying, Weed or Pest	-0- 100
(6) Other	
Phosphate and potash on oats or beans shall be allocated — \(\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\tinit}\xi}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\tex{\tex	and% the second year, and on all other. Lime and trace minerals shall be allocated over
years: If this Lease is not renewed, and Tenant does not therefore receive the addord to the extent Tenant has not received the benefits. Unless specifically stated chant agrees to furnish, without cost, all labor, equipment and application for all fertilizer	sfull allocated benefits, Tenant shall be reimbursed by otherwise in writing by an addendum to this Lease,
10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining 10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining 10. COST OF COMBINING AND SHELLING OF CROPS.	and shelling of crops shall be borne as follows:
11. FARM MACHINERY AND EQUIPMENT. All necessary machinery and equipment:	shall be furnished at the expense of <i>Lenant</i> .
12. CARE OF TREES, SHRUBS AND GRASS. Tenant agrees to preserve and keep from any be planted upon the Real Estate.	
13. WEED CONTROL. All noxious weeds shall be sprayed or otherwise timely destroinely cut or spray with horbicide weeds in fence rows.	byed by Tenant, at Tenant's expense. Tenant shall
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

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16. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other shall have the right to pursue the legal and equitable remedies to which it is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant. 17. DELIVERY, QF GRAIN. Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the NΗ elevator at _ , or elsewhere at no further distant point. 18. LANDLORD'S STORAGE SPACE. Landlord reserves .% of all crib and granary space for storage of the rent share crops. 19. LANCLORD'S LIEN AND SECURITY INTEREST. Tenant agrees as an element of this Lease to waive and relinquish any rights of exemption to any of Tonant's personal property located on the Real Estate from sale or seizure under distross or execution on property that he holds at "he time of the execution of this Lease or thereafter acquires as his exemption applies to any claim of Landiord against Tenant resultin, fro... any violation of any term of this Lease. Tenant grants to Landiord, in addition to any statutory liens, a security interest as provided in the lowa Uniform Commercial Code and a contractual lien on all Tenant's exempt and non-exempt personal property kept or used on the Real Estate including, but not limited to, all crops grown on the Real Estate, as security for all sums due or which will become due from Tenant to Landiord, at Landiord's request, Tenant shall provide Landiord with a list of potential buyers of the crops grown on the Real Estate and shall sign financing statements prepared by Landiord to perfect Landiord's liens and security interests. If a list of potential buyers is requested by Landiord, Tenant shall not sell any crops grown on the Real Estate to a buyer who does not appear on the list. 20. REPAIRS. Tenant agrees to maintain the Real Estate, including hedges and fences, in good and proper repair. Landlord agrees to furnish necessary materials for repairs that Landlord deems necessary, and shall furnish the materials within a reasonable time after being notified of the need for repairs. Tenant agrees to haul the materials to the repair site without charge to Landlord. 21. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord. 22. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant agrees that Tenant will take no actions that might cause a mechanic's lien to be imposed upon the Real Estate. 23. PARTICIPATION IN GOVERNMENT PROGRAMS. The participation of the Real Estate in any offered program by the United States Department of Agriculture for crop production control or soil conservation shall be Landlord's option. Payments from participation in these programs _% Landlord . 24. WELL, WINDMILL AND WATER SYSTEM. Tenant agrees to maintain all well, windmill and water systems on the Real Estate in good repair at Tenant's expense except such damage caused by windstorm or weather. This Lease includes no guarantee, either expressed or implied, by Landlord relative to continuous or adequate supplies of water for the Real Estate. 25. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale. 26. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees. 27. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease. 28. DELAY IN GIVING POSSESSION. In the event that possession cannot be delivered within fifteen (15) days of commencement of this Lease, either Landlord or Tenant may terminate this Lease by giving the other party notice in writing. 29. TELEVISION AND RADIO. Tenant shall have the right to install and remove, without causing material injury to any structures or the Real Estate, television reception antennas, microwave dishes, and radio reception and transmission antennas placed upon the Real Estate by 30. CONSTRUCTION. Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to the context. 31. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, registered mail, return receipt requested, to the recipient's last known mailing address. The notice provisions of this Section 31 shall not apply to the notice of termination set forth in Section 6. The notice of termination is specifically governed by the Code of lowa. 32. ADDITIONAL PROVISIONS. Tenant shall be responsible only for weed an thistle control on the above noted crop land DATED: TENANT: STATE OF IOWA COUNTY OF , before me, the undersigned, a Notary Public in and for said County 19 day of M REIMANN and said State, personally appeared to me known to be the identical persons named in and who executed the foregoing Least and acknowledged that they executed the same as their voluntary act and deed. Nary Public in the State of lowe [ATTACH OTHER APPROPRIATE ACKNOWLEDGEMENT(S) HERE]

Hazel Guman

MISC. RECORD 42

MARY LOU KAUZLARICE MY COMMISSION EXPIRES