it	MICC. DECADE AG	li
STATE OF IOWA. SS. MADISON COUNTY,	Inst. No. 519 Filed for Record this 19 day of August 19 91 at 9:00 AM Book 40 Page 400 Recording Fee \$15.00 Michelle Utsler, Recorder, By Shurkey 31. Henry	
COMPARED	Deputy	

COMPARED	

FARM LEASE — CASH OR CROP SHARES

	l"), whose address for the purpose of this Lease is		
			, and
onn He	eckman and Kathryn Heckman, husband and wife, as	joint_tenants,	with full rig
survi	vorship in the survivor and not as tenants in co	, ("lenant"), who	se address for the
	f this Lease is		
	TO SEND AND A CONTROL	7-30-04	are.
	. RELEASED	7-30-04 OK 2004 PAG	<u>SEB</u>
THE	PARTIES AGREE AS FOLLOWS:	UKPAI	OR ES
1 PRI	EMISES AND TERM. Landlord leases to Tenant the following real estate situated in	Madison	County, Iowa
"Real Est	ate"):		•
	theast Quarter (SE%) of Section Twenty-four (24) Range Twenty-seven (27) West of the 5th P.M. in		
	ng <u>160</u> acres, more or less, possession by Tenant to commence on <u>March</u>	1 , 19	90 , and end on
e-hal:	NT. Tenantagrees to pay to Landlord as rent for the Real Estate (the "Rent"): f of all crops harvested on said premises shall l space, or nearest elevator, if so directed by La		Landlord's
	pe paid to Landlord at the address above or at such other place as Landlord may direct in wri	=	
	ANTING OF CROPS. Tenant shall prepare the Real Estate and plant such crops in a lant shall only be entitled to pasture or plow those portions of the Real Estate designated by		esignated and directed by
duction the	OPER HUSBANDRY. Tenant agrees to farm the Real Estate in a good and husband at the soil and crop season will permit. Tenant shall do what is reasonably necessary to of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and al	control soil erosion includir	ng, but not limited to, the
	•		
		good and husbandmanlike	_
5. HA	RVESTING OF CROPS. Tenant agrees to appropriately care for all growing crops in a ely fashion. In the event Tenant fails to do so, Landlord reserves the right, by himself or design	ated agents, to enter upon the	manner, and to harvest a
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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. 18. LANDLORD'S STORAGE SPACE. Landlord reserves _ 50 _ % of all crib and granary space for storage of the rent share crops. 19. LANDLORD'S LIEN AND SECURITY INTEREST. Tenant agrees as an element of this Lease to waive and relinquish any rights of exemption to any of Tenant's personal property located on the Real Estate from sale or seizure under distress or execution on property that he holds at the time of the execution of this Lease or thereafter acquires as his exemption applies to any claim of Landlord against Tenant resulting from any violation of any term of this Lease. Tenant grants to Landlord, 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 growing or grown on the Real Estate, as security for all sums due or which will become due from Tenant to Landiord. At Landlord's request, Tenant shall provide Landlord with a list of potential buyers of the crops grown on the Real Estate and shall sign financing statements prepared by Landlord to perfect Landlord's liens and security interests. If a list of potential buyers is ed by Landlord, 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. The Tenant agrees that Tenant will take no actions that might cause a mechanic's lien to be imposed upon the Real 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 shall be divided 50 % Tenant % Landlord and 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 Landford 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 Tenant. 30. CONSTRUCTION. Words and phrase 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 Iowa. 32. ADDITIONAL PROVISIONS. Additional provisions of this lease are set forth on Page 3, which is attached hereto and made a part hereof, including the granting of Landlords to Tenants a Right of First Refusal, if the premises are sold and an Option to Buy upon the death of the survivor of the Landlords, as set forth therein. STATE OF IOWA

TENANT:

CleyIn Heckman

Heckman

Heckman

Landlord:

Graid R. Heckman

Leona E. Heckman

State OF IOWA

COUNTY OF

On this day of deraid R. Heckman and Leona E. Heckman, husband and wife, and Glenn Heckman and Kathryn Heckman, husband and wife

to me known to be the identical persons named in and who executed the foregoing Lease and acknowledged that they executed the same as their voluntary act and deed.

JAMES H. COTHERN

LANDLORD:

Heckman

Leona E. Heckman

19 89 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Gerald R. Heckman and Leona E. Heckman, husband and wife, and Glenn Heckman and Kathryn Heckman, husband and wife

Notary Public in the State of Iowa

[ATTACH OTHER APPROPRIATE ACKNOWLEDGEMENT(S) HERE!

PAGE 3

Additional Provisions of Farm Lease between Gerald R. Heckman and Leona E. Heckman as Landlords and Glenn Heckman and Kathryn Heckman, as Tenants, regarding the 160 Acres in Madison County, Iowa.

- 33. Landlords grant to Tenants the Right of First Refusal in regards to the purchase of the 160 Acres, described in the lease, which is attached hereto. If, at any time, either during the term of this lease or any extension thereof, or any time thereafter, Landlords sell the above described 160 Acres or any part thereof, Landlords shall give Tenants, or their survivor, notice of the proposed sale, including copies of all instruments regarding said sale and Tenants shall have 30 days after delivery of said notice, to exercise their Right of First Refusal by agreeing to, and entering into, a Contract for the purchase of the said real estate at the same price as Landlords have notified Tenants they intend to sell the said property. Notice of the proposed sale shall be made by Landlords mailing to Tenants, by Certified mail, through the U.S. Postal Department, to Tenants last known address.
- 34. Landlords also grant to Tenants, or their survivor, the Option to Purchase the above referred to 160 acres, from the estate of the Landlord who is last to die. Said purchase shall be at a price to be determined by an appraisal of the premises made by the Inheritance Tax appraisers for Madison County, Iowa, and if there no longer is inheritance tax appraisers, then the Court having jurisdiction over the estate of the Landlord last to die, shall appoint proper appraisers to appraise the property. After the appraisal has been completed and notice thereof given Tenants; the same as provived in paragraph #33 above, Tenants, or their survivor, shall, within 60 days, notify the legal representative for the estate of the Landlord last to die of the intention to exercise the option to purchase the property at the appraised value. In financing the said purchase from the estate of the applicable Landlord, Tenants shall have a credit for any funds or share of the estate coming to the Tenants.
- 35. This instrument, consisting of 3 pages, sets forth the entire agreement between the parties and is binding upon and inures to the benefit of the parties thereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified, or amended, only by a written instrument executed by both of the Landlords and both of the Tenants, or their respective survivors.

Current January, 1981

JAMES H. COTHERN

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

		COUNTY, ss:		
On this 5	day of	June A. D. 1989,	before me, the undersigned, a	Notary Public
in and for said County	and State, personally	appeared Gerald R. H	leckman and Leona E. Hec	kman,
husband.and.wife	and Glenn Heck	man .andKathryn.Heck	man,husband.and.wife	·····
to me known to be t	he identical persons n	named in and who executed	the within and foregoing instrum	ent. to which
			their voluntary act and deed. When the control of	
(Natary Public in and for said Cou	nty and State
IOWA STATE BAR ASS				