

FARM LEASE—CASH OR CROP SHARES (FINANCING STATEMENT AND SECURITY AGREEMENT)

	Joseph Moore	: "			
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flord, and Jack	Lyon				pereinafter referred to
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WITNESSETH: That			_		o be kept and performe Madison
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			rth, and in cons	ideration of the pr	omises and performance
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Moodburne				y from time to tim	e direct, as follows:
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				e \$20.00	MARY E. WELT
; un	iless otherwise agre	ed, in writing."			
PROPER HUSBANDRY. To this less, to get the be ARVESTING OF CROPS post he cost to Tenant, as per TERMINATION OF LEASE, such lease shall continue written notice to the other; provided further such tens.	est crop production the b. Tenant covenants to to do, Landlord may be to the tenal herein, a E. This lease shall be con after such agreed term of election to cancel ancy shall not continue to ancy shall not continue to the tenal te	nature of the soil an properly care for all enter upon said pre- nd so secured. continued for the lea- from year to year, or terminate any suclo because of absence of	good and husbandmd the season will per growing crops in go mises, by himself or see term herein providuous the same terms artended lease per notice in case the	an-like manner; and, co mit. od and husbandman-like agents, and properly ca led, except as it may be and conditions, unless e iod whereupon the tenar be default in the po	manner, and to harvest all cro- me for or harvest said crops at ferminated by default of Tenar ither party gives due timely at ncy shall terminate March 1, for frormance of the existing rear
January 1, 1993	as set out	above.	tion of the term of th	is lease, Tenant will yield	up the possession of said pren
January 1, 1993	as set out	above.	tion of the term of th	is lease, Tenant will yield	up the possession of said pren
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LANGE PLAT LANGE PART AND	13. FURNISHING AND CLEANING SEED. Seed shall be furnished and c	cleaned as follows: Dy Oction 0
16. LANDIGERS RIGHT OF BATKY, Landigued rearrow, the right high got the grouped after freent has harvasted the county of resident security of the processor in the county of the county of the processor in the county of the coun	n case any sweet clover, limothy, alfalfa or other grass crops are harvested andlord, but Landlord shall make reasonable adjustment on cash rent it seed	t for seed, Landlord is to receive% of all seed free of expense to it is harvested from cash rent land.
16. NO EMOVAL OF GRANT CR. PRODUCE UNIT. APARENT OF RATE. Thank further commonly regard an expect of the product of all they seem on earth process, and if any gards or perspects made up any growing strong, all grant gards or perspect the process of the process	14. DOWN EAR CORN. Tenant shall reimburse Landlord for one-half of	the down ear corn in excess of bushels per ecre.
the continue of the continue o	15. LANDLORD'S RIGHT OF ENTRY. Landlord reserves the right to plo f this lease has been properly served. Landlord, or his legal representative nating repairs, or other reasonable and ordinary purpose as Landlord.	w the ground after Tenant has harvested the crops if notice of the termination is, may enter upon said premises for the purpose of viewing or seeding and
1.1. YELLATON OF TRIMS OF LEASE. If Irana shall fail to collecte and promites as hards agreed, or shall aff to keep any the promises as a shall, aft well exclaimed the Landout, and the Landout, or the landout of the promises are shall after the state of the promises and the Landout, and the Landout, or the landout of the promises are shall be added to add become part of the rest, received as a real. Without limiting the generality of the promises are shall be added to added to added to added the promises and the landout of th	is aloresaid, or it the same or any part interest shall be fully paid, then upon too now pretense whalever before said rent shall be fully paid, then upon the same may be found, and to remove the same and self the same or any regathering, to cultivate the same and self the same or any regathering, to cultivate the same and to preserve or protect the same until the pay to the provide or public sale, and apply the proceeds thereof to the pay and the payment of said rent hereby reserved.	do or levied upon by execution or Calimet by elly other person or persons the happening of any such contingencies said rent shall immediately become that to enter into said premises and take possession of said grain, wherever port thereof, or if the same shall not be sufficiently malured for harvesting if it shall be fill, and then harvest and gather or sell the same, or any part ment of the expenses and costs of carrying out the provisions of this lease
town or circulture as directed by Landland, at no further distant point. 19. LANDLORP'S STORAGE STACE. Landland reasons. — "A, of the rith and grissary space for droings of rest three crops. 20. LANDLORP'S STORAGE STACE. Landland reasons. — "A, of the rith and grissary space for droings of rest three crops." 20. LANDLORP'S STORAGE STACE. Landland reasons. — "TellANTS" WANTES. Tennal as to have for the presently point of the reasons and reasons. It is not to the property of the control of the property of the candidate and the property of the	17. YIOLATION OF TERMS OF LEASE. If Tenant shall fail to cultivate notationed in this lease or shell assign his lease or underlet said premises onese shall, at the election of the Landlord, be null and void, and the Landlord id premises, using force as may be necessary with or without process of ovenants of this lease, shall be added to and become part of the rent, recovered to the number of the standard of the shall entitle the Landlord to immediate postession, and hen due, shall cause all unpaid cash rent to become due and collectible at our standard of the shall cause all unpaid cash rent to become due and collectible at our standard or the shall cause all unpaid cash rent to become due and collectible at our standard or the shall cause all unpaid cash rent to become due and collectible at our standard or the shall cause all unpaid cash rent to become due and collectible at our standard or the shall cause of the shall cause of the shall cause and the shall cause of	e said premises as herein agreed, or shall fail to keep any of the covenants ir any pert thereof without the written consent of the Landlord, then this ord, or his legal representatives, shall have the right to take possession of it law, and all dameges growing out of the failure to perform any of the reble as rent. Without limiting the generality of the foregoing, any failure I any violetion of the terms of this lease, or failure to pay any cash rent ince, and without notice to, or demend upon, Tenent.
19. LANDLORD'S STORAGE SPACE. Landlord reserves —, of the crib and grisnery space for storage of real share crops. 20. LANDLORD'S LINN AND SCORTH INTEREST. TRANSTS' WANTER. Tessed as be any of his periodal property on stid pramise herby walves are properly accepted to the property of the storage of the land of the property of the storage of the property of the tested of the property of the propert	18. DELIVERY OF LANDLORD'S GRAIN. Tenant without cost to Landle	ord, shall deliver Landlord's grain, when requested by Landlord, from time to
20. ABBOLORYS LIDN AND SECURITY INTEREST. TRANSTS WANTER. Resend as he say of the services properly on estid tensine protection, and he more than the property of the services	ne, to the elevator, at, lows, or a	elsewhere as directed by Landlord, at no further distant point.
2.1. REPARES. Teases habit keep said premises, including the bedoes and fenores, in proofer repeth, provided that Leadlord, shall furnish measure and premises within reasonable time dire boing notifiers, and eleast built said material bright hat the only space could be added to the said premises within reasonable time due being made and the provided provided that the provided provided the provided provided that the provided provide	19. LANDLORD'S STORAGE SPACE. Landlord reserves% of	the crib and granary space for storage of rent share crops.
21. REPARS. Tusand hall keep said promises, imploining the bedoes and fenores, in proofer repeth, provided that Leadlord, shall furnish measures the many the same control to regard and premises within reasonable time date being notified, and earlies that many be excited on the above described in princip the term of this lease. 22. NEW IMPROVEMENTS, All buildings, fenores and improvements of every kind and nature that many be excited on the above described in the lines that the same shall be deferred and earlies and the same of the same shall be incurred for or on account of the landshall many to the premises and become the property the called and ministon to arect and remove same shall be notified in writing and made a part of this lease. 23. EXEMENTS (INCURRED WITHOUT CONSENT Of LANDLOGE). No generate shall be incurred for or on account of Landlord without first obtained in writing and made a part of this lease. 24. PARTICIPATION IN CONTRINATION PROGRAMS. Participation on this larm in any earlied program by the U. S. Department of pop production control or told conservation and the observance of the terms and conditions of same shall be stift the option of Landlord. Divition of Grandlores of same shall be stifted to the same shall be stift		
25. WELL WINDHILL AND WATER STYTM. 26. WELL WINDHILL AND WATER STYTM. 27. WELL WINDHILL AND WATER STYTM. 28. ACCOUNTING The control or soil conservation and the observance of the terms and conditions of same shall be at the option of Landierd. Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd. Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd. Division of German parameter is the option of Landierd. Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd. Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd Division of German parameter is the option of Landierd Division of the Control o	21. REPAIRS. Tenant shall keep said premises, including the hedges and aterial, that he or his agent consider needful to repair said premises within r	
24. PARTICIPATION IN GOVERNMENT PROGRAMS. Participation of this farm in any offered program by the U. S. Department of Agriculture of pop production control or and conservation and the observance of the terms and conditions of same shall be at the option of Landlard. Division of Goment payments thereuseder shall be 5050 unless otherwise agreed between these parties, as follows: 25. WELL, WINDMILL AND WATER STSTEM. To control or control or and conditions of same shall be a customery method and chosen by Landlard for any continuous and adequate water supply. 28. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be a customery method and chosen by Landlard. 29. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be a customery method and chosen by Landlard. 29. ACCOUNTING. The method water to provide and all crospy growing, or in cities or granty, on said premise shall be accounted and all crospy growing, or in cities or granty on said premise shall be accounted as an accounting to the harvested grain shall be a customery method and chosen by Landlard. 29. PELAY IN GIVING POSSESSION. It Landlard is anable with the diffusion of this grant provided to cross the said and the provided and all crospy by both parties, shall be construed as the provided and all crospy the both parties and shall have the said and the translation of the said translation of the	22. NEW IMPROVEMENTS. All buildings, fences and improvements of extring the term of this lease by Tenant shall be deemed as additional rent at emission to erect and remove same shall be obtained in writing and made a	very kind and nature that may be erected on the above described land and shall inure to the premises and become the property of the Landlord unless a part of this tease.
S. WELL, WINDHILL AND WATER SYSTEM. Tonan agreet to keep the well, whedn'ill and water system in good repolir of his own expanse, excert control of the common and the state of the common and the common of	scribed herein.	And the first of the second of
8. WELL, WINDHILL AND WATER STSTEM. Trans agreet to keep the well, windmill and water system in good repolir of his own expanse, excellent of the work of the wore	24. PARTICIPATION IN GOVERNMENT PROGRAMS. Participation of the production control or soil conservation and the observance of the terms of	is form in any offered program by the U.S. Department of Agriculture for
28. ACCOUNTING. The method used for dividing and accounting for the hervested grain shall be a customary method and chosen by Landlord. 27. ATTORNEY FES AND COURT COSTS. Tenant also agrees to pay and discharge all costs and altoners less or any expenses that shall arise for forcing any of the coverants of this lease by Landlord and all crops growing, or in circle or grainery, on said presents shall be securify for all sums of to become due from Tenant to Landlord as evidenced by book account or note held by and originately graphs to Landlord certifier party, or both parties. 28. CHANCES IN LEAST EMBS. No each of either party, or both parties, and provisions, unless changes are reduced to writing and signed by both parties. 29. PELAY IN GIVING POSSESSION. It Landlord is unable with due difference to give lensed possession of this lesses, or any change in it may and provisions, unless changes are reduced to writing and signed by both parties. 30. TELEVISION. Tenant shall be excepted by Tenant for its control of all daranges occasioned by aid delay; and if possession cannot be delivered, which rebeted cash rental shall be accepted by Tenant for its effect of a pro rate basis as to lime, until possession cannot be delivered which is 15 agree the beginning of the said fertilises and provisions are made a said shall be liable for any and all damage calculated thereby. 30. TELEVISION. Tenant shall help the right to install and remove television and an attention as the appropriate grande cording to the context. 31. Words and phreses herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate grande cording to the context. 31. Applicational provisions. By express agreement, the following special provisions are made a part of this lesse: 32. Applicational provisions. 33. Applicational provisions are forced to as the Secure Party in the Uniform Commercial Code, Section 554,9402: 34. Applicational provisions are selected to the context of the provision o		
28. CHANCES IN LEASE TERMS. No sect of either party, or both parties, shall be construed as an engaged to the many and systemed by both parties. 29. PELAY IN GIVING POSSESSION. It Landlord is unable with due diligence, to give Ieneel possession at the beginning of the term hereof, it need only shall be rebeted on a pro rate beasts as to time, until possession can be delivered, which returned cash rental shall be accepted by Iene her Landlord or Ienean may thereupon terminate this lease by giving the other party notice of such termination. It is a state of the standard or Ienean may thereupon terminate this lease by giving the other party notice of such termination. It is a state of the standard or Ienean may thereupon terminate this lease by giving the other party notice of such termination. It is a state of the standard or Ienean may thereupon terminate this lease by giving the other party notice of such termination. It is a state of the standard or Ienean may thereupon terminate this lease by giving the other party notice of such termination. It is a state of the standard or Ienean the standard or Ienean the standard or Ienean shall be given the standard or Ienean shall be given the standard or Ienean termination or Ienean termination or Ienean termination or Ienean termination of the standard or Ienean shall be standard the standard or Ienean shall be standard the standard termination of the standard te	26. ACCOUNTING. The method used for dividing and accounting for the h	harvested grain shall be a customary method and chosen by Landlord.
27. PELAY IN GIVING POSSESSION. If Landlord is unable with due diligence, to give Tenest possession at the beginning of the term hered, it hered not wish the result of the real only while the related cash real at shall be accepted by Tene the real of the rea	27. ATTORNEY FEES AND COURT COSTS. Tenant also agrees to pay an torcing any of the covenants of this lease by Landlard and all crops growin to become due from Tenant to Landlard as evidenced by book account or n. 28. CHANGES IN LEASE TERMS. No act of either party, or both particularly	nd discharge all costs and attorney fees or any expense that shall arise from g, or in cribs or granding, on said premises shall be security for all sums due toole held by and originally payable for Landlord (or either, if more than one), ies, shall be construed as an expension of this lease, or any change in the
30. TELEVISION. Tenant shall how the right to install and remove television antenna on said premises and shall be liable for any and all damage cainced thereby. 31. Words and phreass herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gende coding to the context. 32. ADDITIONAL PROVISIONS. By express agreement, the following special provisions are made a part of this lease: See attached IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written. Response Moore LANDLORD Response Moore LANDLORD Address of Landlord; also sometimes referred to as Debtor the Uniform Commercial Code, Section 554,9402: Address of Landlord; also sometimes referred to as the Secure Party in the Uniform Commercial Code, Section 554,9402: ATE OF IOWA County, ss: County, ss: County, ss: County, ss: County, ss: County appeared Jack Lyon and R. Joseph Moore The known to be the identical persons named in and who executed the foregoing Lease, and acknowledged that they executed the as their voluntary act and deed. When Brasium	29. DELAY IN GIVING POSSESSION. If Landlord is unable with due districted in the state of the st	ligence, to give Teneot possession at the beginning of the term hereof, the n can be delivered, which rebated cash rental shall be accepted by Tenent n cannot be delivered within 15 days after the beginning of the said term
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1(Numbered paragraph 2 above). As to the desirability of this paragraph under certain circumstances, consider "The Euro Counting A	****	· · · · · · · · · · · · · · · · · · ·

1(Numbered paragraph 2 above). As to the desirability of this paragraph under certain circumstances, consider "The Farm Operation Agreement—perturnating or Lease" by Gene L. Needles and Edward R. Hayes, 6 Drake Law Review 37, at page 50, middle: "Social Security Problems in Farmers' Restar Association, October 1956, page 3; and News Bulletin, February, 1957, page 1.

LEGAL DESCRIPTION:

The Northeast Quarter of the Southeast Quarter of Section Four (4), except a tract of land described as follows: Commencing at a point on the North line of the South Half of said Section 4 which is 1156.4 feet West of the Northeast corner thereof, running thence East on said North line to said Northeast corner, thence South on the East line of said South Half of Section 4 to a point where it intersects the center line of the public highway running in a Northwesterly and Southeasterly direction across said tract, thence in a Northwesterly direction following the center of said highway, to the place of beginning; also all that part of the Southwest Quarter of the Northeast Quarter lying South of the center of the main channel of Middle River, and all that part of the Northwest Quarter of the Southeast Quarter and the East 20 rods of the Northeast Quarter of the Southwest Quarter lying South and East of the center of the main channel of Middle River; and the East Quarter of the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter, all in Section 4; and all that part of the Southwest Quarter of the Southwest Quarter of Section 3 lying West of the public highway as is now located through said 40 acre tract (containing 16 acres, more or less); and the Northeast Quarter and Southeast Quarter of the Northwest Quarter and the East Quarter of the Northeast Quarter of the Northwest Quarter of Section 9, and the West One-fourth of the Northwest Quarter of Section 10 except a tract of land described as follows: Commencing 38 rods East and 24 rods South of the Northwest corner of said Section 10, running thence South 13 1/3 rods; thence West 12 rods, thence North 13 1/3 rods, thence East 12 rods to the place of beginning (containing one acre, more or less); all in Township 75 North of Range 27, West of the Fifth P.M., Madison County, Iowa; also commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 4, and running thence East 60 rods, thence North to the North line of said Southeast Quarter of the Southwest Quarter, thence in a Southwesterly direction in a straight line to the place of beginning; and the West 3/4 of the Northeast Quarter of the Northwest Quarter of Section 9, Township 75 North of Range 27, West of the Fifth P.M., Madison County, Iowa.

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- 32. A. The tenant shall have the right to possession and use during the term of this lease of the pasture (not in forest reserve), house, and outbuildings and the tenant shall be fully responsible to keep said house and outbuildings in good repair and the tenant shall bear all the costs of said repairs.
- 32. B. That as rent and payment for the use of the pasture, house and outbuildings as set out in paragraph 32A. above, the tenant shall pay to landlord \$150 per month payable on the first of each month commencing November 1, 1987.
- 32. C. The landlord shall carry insurance on the house and outbuildings.
- 32. D. The tenant shall fix the water line to the well and keep said line and well in good repair as set out in paragraph 25.
- 32. E. The tenant shall have the right to use dead wood timber (as identified between the landlord and tenant) for tenant's personal use only and tenant is strictly forbidden from selling any of the same.

