



Document 2011 1746

Book 2011 Page 1746 Type 06 014 Pages 5
Date 7/01/2011 Time 3:43 PM
Rec Amt \$27.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

AMENDMENT TO FARM LEASE DATED FEBRUARY 2, 2006
Recorder's Cover Sheet

5/5

Preparer Information:

Brett T. Osborn, 974 73rd Street, Ste. 20, Windsor Heights, (515) 223-6000

Taxpayer Information:

Danny J. Allen
1966 175th Lane
Winterset, IA 50273

✓ **Return Address**

Wetsch, Abbott & Osborn, PLC
974 73rd Street, Ste. 20
Windsor Heights, IA 50324

Grantors:

William J. Kisgen, Sr and Susan Kisgen

Grantees:

Danny J. Allen

Legal Description: See Page 2

Amending a Farm Lease dated February 2, 2006 and recorded February 3, 2006 in Book 2006 at page 478 and re-recorded in Book 2006 at page 480 of the Madison County Recorder's office.

AMENDMENT TO FARM LEASE DATED FEBRUARY 2, 2006

WHEREAS, a Farm Lease was entered into between the Kisgen Family Trust dated January 24, 2000 (hereinafter Kisgen) and Dan Allen (hereinafter Allen) on February 2, 2006 covering eight tracts of land in Madison County, Iowa (hereinafter Lease). Said eight tracts are described in Exhibit A attached to the February 2, 2006 Lease and again to this Amendment.

WHEREAS, Allen purchased Tracts VII and VIII by Real Estate Contract which was filed May 24, 2007 in Book 2007 at Page 2149. The effect of the purchase was a merger in title of Tracts VII and VIII and therefore a cancellation of the Lease as to Tracts VII and VIII.

WHEREAS, Allen has now purchased Tract VI at auction pursuant to a purchase agreement dated June 3, 2011. This agreement is being executed in connection with the closing of the transaction for the purchase of Tract VI. Allen is being given a credit for the spring rent payment related to Tract VI and there will be no further rent obligation for Tract VI. Tract VI is more particularly described in Exhibit B attached hereto.

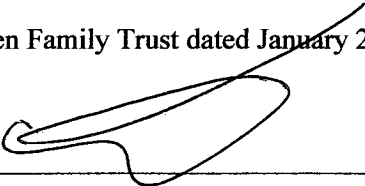
THEREFORE, the title to Tract VI has/will merge in title with Allen and the Lease is cancelled as to Tract VI. The Lease, as Amended, and as Modified by an agreement between Kisgen and Allen dated April 28, 2011, remains in force.

This Amendment may be executed in counterpart as the parties are currently residing in separate states and to effectuate the Amendment and the closing on Tract VI.

Executed this 30th day of June, 2011

Landlord:

Kisgen Family Trust dated January 24, 2000, Landlord

By: 

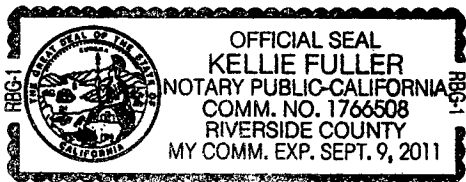
William J. Kisgen, Sr., Co-Trustee

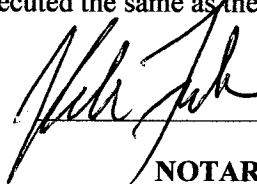
By: 

Susan Kisgen, Co-Trustee

State of California, County of Riverside: ss

On this 30th day of June, 2011, before me, the undersigned, a Notary Public in and for the State of California, personally appeared William J. Kisgen, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that such Trustee of **The Kisgen Family Trust** dated January 24, 2000, executed the same as the voluntary act and deed of such trustee and of such trust.




NOTARY PUBLIC

State of California, County of Riverside : ss

On this 30th day of June, 2011, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Susan Kisgen, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that such Trustee of **The Kisgen Family Trust** dated January 24, 2000, executed the same as the voluntary act and deed of such trustee and of such trust.



Kellie Fuller

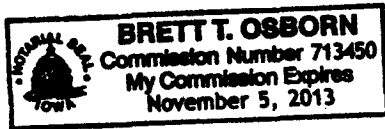
NOTARY PUBLIC

Tenant:

By: *Dan Allen*
Dan Allen, Tenant

State of Iowa, County of Madison : ss

On this ^{1st}~~30th~~ day of ^{July}~~June~~, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dan Allen, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Brett Osborn

NOTARY PUBLIC

EXHIBIT A

TRACT I

The South One-half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty-two (32) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT II

The Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), and the South Half ($S\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Seventeen (17), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT III

The East Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$), and the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Fourteen (14), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT IV

The West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Six (6) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT V

The Southwest Quarter ($SW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$), and the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), of Section Thirty-one (31) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT VI

The Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$), and the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty (30), and the North Half ($N\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty-one (31), all in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in these Sections.

EXHIBIT B

The Northwest Fractional Quarter (1/4) of Section Thirty-one (31), in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract described as follows: Commencing at the Southeast corner of the North Half (1/2) of the Northwest Quarter (1/4) of said Section Thirty-one (31), and running thence West 527 feet, thence North 330 feet, thence East 195 feet, thence North 330 feet, thence East 332 feet, thence South to the point of beginning, AND The South Half (1/2) of the Southeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty (30), in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the East Half (1/2) of the Southeast Quarter (1/4) of said Section Thirty (30), containing 21.015 acres, as shown in Plat of Survey recorded in Book 3, Page 529 on December 21, 1999, in the Office of the Recorder of Madison County, Iowa

