CITY LEASE—Short Form (For Residence or Business Property) Form 266-B

KLIPTO, MASON CITY, IOWA

THE FOLLOWING LEASE Made, and entered into this ..... day of ....., 19 83

between Bruce L. Pellett Trust ..... of the first part

and Douglas Taylor and Eleanor C. Taylor, husband and wife, of the second part.

WITNESSETH: That the said first party has this day, in consideration of the covenants of the second party hereinafter contained, leased unto party of the second part the following described premises, to-wit:

Lot 2, Block 16 of T. D. Jones Addition to the City of Winterset, Madison County, Iowa.

(See below) ~~Second party agrees to rent said premises for the term of ..... from the commencing on the~~ ~~day of ..... 19 ..... and ending on the ..... day of ..... 19 .....~~ ~~at the monthly rent of ..... Dollars~~ ~~payable monthly in advance at ..... with attorney's fees in case of suit~~

Lessee agrees to give up said premises at the end of this lease in a good repair as they now are, ordinary wear and destruction by fire excepted. The premises to be used as a ..... residence ..... Lessee agrees to use said premises or any part thereof, for no unlawful purpose, and not sell, assign, underlet or relinquish said premises or any part thereof, without the written consent of lessor, and in case he does, lessor may, at his option, declare this lease terminated and take immediate possession.

Lessee agrees to use due care and diligence in guarding said property and use the same, as a reasonably careful man does his own. Lessee agrees, at the expiration of this Lease, to surrender said premises to lessor without notice.

It is agreed that the rent and damages to property shall be a lien upon all the .....

.....

and other chattels brought on said premises, whether exempt or not, and the costs and expenses of collecting shall also be a lien upon said property in case of suit. If there is default in the payment or rent or in any of the covenants herein contained lessor may, at his option, in addition to his right to enforce specific performance of the term of this contract, proceed to recover possession in any action authorized by law. Lessor to make no repair except as agreed in this lease. And it is further agreed:

The term of this lease shall be for the remainder of the lives of Douglas Taylor and Eleanor C. Taylor or upon both vacating the premises for a period of two months, should that occur first. During the lease period tenants shall pay no rent, but shall be responsible for all taxes, insurance, maintenance and other costs in connection with the property as if the property was owned by them.

Upon termination of this lease as above provided, the property shall be returned to the possession of the Landlords.

Compared

IND ✓
REC ✓
PAGE ✓

FILED NO. 1238
BOOK 35 PAGE 10
1984 JAN 12 AM 10:32
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

In witness whereof the said parties have hereunto subscribed their names on the above date.

BRUCE L. PELLETT TRUST

By: Bruce L Pellett
Bruce L. Pellett - Settlor

Douglas Taylor
Douglas Taylor

Eleanor C Taylor
Eleanor C. Taylor

CERTIFICATE OF ACKNOWLEDGMENT—Individual

STATE OF IOWA, County of Cass ss.

On this 11th day of January A. D. 1984, before me, Thelma Stuetelberg a Notary Public in and for the County of Cass, State of Iowa, personally appeared Douglas Taylor, Eleanor C. Taylor, and Bruce L Pellett

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

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Thelma Stuetelberg

Notary Public in and for Cass County, State of Iowa.

THELMA STUETELBERG NOTARIAL SEAL IOWA

CERTIFICATE OF ACKNOWLEDGMENT—Corporation

STATE OF IOWA, County of ..... ss.

On this ..... day of ..... A. D. 19....., before me, ...

a Notary Public in and for the County of ....., State of Iowa, personally appeared

....., President, and .....

Secretary or Cashier, of ....., the Corporation which executed the above and foregoing instrument, who being to me known as the identical persons who signed the foregoing instrument, and by me duly sworn, each for himself,

did say that they are respectively the ..... President and ..... of said Corporation; that (the seal affixed to said instrument is the seal of said Corporation)—(no seal has been procured by said Corporation) and that said instrument was by them signed and sealed on behalf of the said Corporation, by authority of its board of Directors, and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and each of them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above writen.

.....

Notary Public in and for ..... County, State of Iowa.

LEASE

FROM .....

TO .....

Commences ....., 19....

Expires ....., 19....

W. Call