FILED NO. 1161
BOOK 34 PAGE 789

1983 DEC 29 PM 3:58

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee$27.00

COLLATERAL ASSIGNMENT BY LANDLORD OF LEASES AND RENTS

(RENTAL PAYMENTS DIRECT TO ASSIGNEE)

This assignment is made on 12-29, 1983, by Richard Lattig, a/k/a Richard B. Lattig, and Karol K. Lattig, husband and wife, whose address is 8210 Plaza Lane, Des Moines, Iowa 50315 ("Assignors") and Thorp Credit, Inc., an Iowa corporation, whose principal place of business is 3605 S.E. 14th Street, Des Moines, Iowa 50315 ("Assignee").

1. Assignment. For value received, Assignors sell, transfer, and assign to Assignee, its successors and assigns, all of Assignors' right, title, and interest in and to any and all leases and other tenancies now executed or to be executed in the future with respect to the following described property or any portion of the property, including, but not limited to a farm lease ("Lease") dated April 17, 1982, between Richard Lattig ("Landlord"), and Charles Huddleson ("Tenant") for real estate described below located in Madison County, State of Iowa ("Real Estate"):

> The East 1/2 of the NW 1/4; the W 1/2 of the NE 1/4; and the NE 1/4 of the NE 1/4 of Section 20, in Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa.

Assignors grant, transfer, and assign to Assignee all rents, issues, profits, revenues, rights, and benefits arising from all leases and tenancies and all extensions, modifications, renewals, and replacements of such leases and tenancies of the Real Estate. Assignors grant, transfer, and assign to Assignee all rents, issues, profits, revenues, rights, and benefits from, or for the use and occupancy of, the Real Estate, and any and all guaranties of Tenant's obligations under any leases, tenancies, or uses, and any extensions, modifications, renewals, or replacements of such leases and tenancies.

2. Purpose of Assignment. This Assignment is made for the purpose of securing the payment of and the performance of all Assignors' obligations to Assignee in a certain Note and Loan Instruments dated 12-29, 1983, ("Note and Loan Instruments") and any modifications, amendments, renewals, or replacements of the Note and Loan Instruments.

This Assignment is also given, and serves as security for the payment of and performance of any and all future advances made by Assignee to Assignors under the terms of the Note and Loan Instruments. If the Assignee makes additional advances to Assignors under the terms of the Note and Loan Instruments, or any modifications, amendments, renewals, or replacements of such loan instruments, the term of this Assignment will be automatically extended until such time as each note and all indebtedness owing from Assignors to Assignee is fully paid and satisfied, at which time this Assignment will be fully satisfied, cancelled, and released.

3. Assignors' Covenants. This Assignment shall not transfer to Assignee any of the obligations of Assignors as landlord or tenant or otherwise. All tenants and subtenants of the Real Estate shall pay to Assignee, its agents or attorneys, the rents, issues, profits, revenues, rights, and benefits as may be due or are to become due. Assignee shall refund to Assignors that portion, if any, of the payment received in excess of the current installments due to Assignee under the Note and Loan Instruments or other loan instruments. Assignors shall have no recourse against any tenant for rents paid to Assignee.

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FOR RELEASE OF ANNEXED MORTGAGE SEE
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Assignors shall, upon the request of Assignee, furnish a complete list as of the date of the request, of all leases and other tenancies of the Real Estate. Further, Assignors shall deliver to Assignee, upon request made at any reasonable time, executed or certified copies of all leases and other written agreements, correspondence, and memoranda between Assignors and all tenants setting forth the contractual arrangements between them. Annual requests are deemed to be reasonable, and more frequent requests are reasonable if made after Assignors' default under this Assignment, the Note and Loan Instruments secured by this Assignment, or other loan instruments executed after this Assignment.

4. Payments to Assignee. Rents may not be reduced or paid by any tenant in advance. Any lease hereby assigned may not be reassigned, altered, amended, or cancelled by Assignors, other than as specifically provided in the lease, without the written consent of Assignee. Any attempt to cancel, alter, or amend any lease without Assignee's consent is null and void, and any payment of rent in advance shall not discharge, as against Assignee, any tenant's obligation to pay rent as it comes due.

5. Default by Assignors. Default by Assignors under any covenants, terms, or conditions of the Note and Loan Instruments or any note or loan instruments executed at the time of an additional advance, will be determined by Assignee in its sole discretion. Notice of default, consisting of an affidavit or written statement of an officer, agent, or attorney of Assignee stating that there has been a default shall be mailed to Assignee. Notice serves as conclusive evidence of default and, Assignee may, with or without entry upon the Real Estate, at its option, take over and assume the management, operation, and maintenance of the Real Estate. Assignee may perform necessary and proper acts and expend amounts collected as may be necessary, in the same manner and to the same extent as Assignors.

On Assignors' default, Assignors will release any and all claims which it has or might have against Assignee arising out of the collections, management, operation, and maintenance of the Real Estate except Assignee's liability to account for sums collected and expended.

6. Assignee's Powers. Assignee may:

a. Effect new leases, renew, cancel, or surrender existing leases, alter and amend lease terms, evict tenants, and make concessions to tenants;

b. Apply any rents and other amounts collected to delinquencies of interest and principal, advances and any other amounts evidenced by any note and loan instruments executed for additional advances, or any other loan instruments;

c. Pay any and all expenses of management, operations, and maintenance of the Real Estate; and

d. Without limiting the generality of such payments, pay for the operation, protection, and preservation of the Real Estate, including, but not limited to, payments for repairs, upkeep, wages, and payroll taxes, compensation for managing agent, management costs, real estate taxes and assessments, water, sewer and similar charges, insurance, and workers' compensation premiums, ground rents, customary real estate commissions, reasonable attorney's fees, and court costs; and may make payments in any order in its sole discretion, or make some and omit others.

All of the foregoing powers granted Assignee will be liberally construed. Assignee need not spend its own funds in the exercise of such powers, but if it does, such amounts will be considered advances for and on behalf of Assignors and will be secured by this Assignment and also secured by the Note and Loan Instruments, or any other loan instruments. Any amounts so advanced will bear interest at the before-maturity rate prescribed in the Note, unless a different rate is prescribed in the Note and Loan Instruments for advances in which event that rate will apply.

7. Indemnification of Assignee. Assignee will not be deemed to assume, or be obligated to perform or discharge, or does it undertake to perform or discharge, any obligation, duty, or liability under any lease or tenancy. Assignors covenant with Assignee faithfully to observe and perform all of the obligations and agreements imposed upon Assignors as landlord in any leases or tenancies. Assignors agree to indemnify Assignee and to hold Assignee harmless from any and all liability, loss, or damage which it may or might incur under a lease or tenancy, or by reason of this Assignment or from any claims or demands whatsoever.

8. Enforcement. This Assignment will be enforced from time to time by Assignee at its discretion, with or without order of any court and with or without appointment of a receiver. Assignee may also at any time cease to enforce this Assignment, and may direct the tenants of the Real Estate to resume rental payments to Assignors. Any failure on the part of Assignee promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. Assignee may pursue and enforce remedies accorded it by this Assignment, independently of, in conjunction with, concurrently with, or subsequent to pursuing and enforcing remedies it may have under the Note or Loan Instruments, or any other loan instruments for additional advances.

9. General Provisions.

a. Merger. The acquisition by a lessee of the Real Estate or of any leases in any manner whatsoever herein described, or any interest therein, will not cause, or operate as a merger of the leasehold estate or the demised term with the fee simple title.

b. Waiver. Nothing contained herein and no act done or omitted by Assignee pursuant to the powers and rights granted in this Assignment, will be construed as making Assignee a mortgagee in possession, or as constituting a waiver or suspension by Assignee of its right to enforce payment of the debt under the terms of the Note and Loan Instruments or other loan instruments for additional advances.

c. Rents. Any and all rents payable by a tenant under the provisions of its lease are deemed to be rents for the use and occupancy of the Real Estate and will not be ascribed to the lease or rental of chattels.

d. Notice of Default. Assignors will give prompt notice to Assignee of any notice of Assignors' default received from any tenant or from any other person and furnish Assignee with complete copies of such notice. If requested by Assignee, Assignors will enforce the lease or any other and all remedies available to Assignors against the tenant in case of default.

e. Assignment. Assignee has the right to assign Assignors' right, title, and interest in any lease to any subsequent holder of the above-referenced Note and Loan Instruments and to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After Assignors are barred and foreclosed of all right, title, interest, and equity of redemption in the Real Estate, no assignee of Assignors' interest in said lease shall be liable to account to Assignors for the rents, income, and profits thereafter accruing.

f. Interpretation. When the context so requires, the singular number includes the plural and conversely, the use of any gender includes all genders. The term "note" is construed to include a bond, and the term "loan instruments" includes a mortgage, deed of trust, trust deed, security deed, or similar security instruments. The obligations of each Assignor, if there is more than one, is joint and several.

g. Effect. This Assignment and these covenants and agreements supersede all prior agreements and understandings between the parties relating to the subject matter of this Assignment. It binds and benefits the parties and their successors in interest, heirs, beneficiaries, legal representatives, and assigns.

h. Time is of the Essence. Time is of the essence of each provision in this Assignment.

i. Governing Law. This Assignment is governed by and construed in accordance with the laws of the State of Iowa.

j. Severability. The unenforceability, invalidity, or illegality of any provision does not affect or impair any other provision or render it unenforceable, invalid, or illegal.

k. Notice. Unless otherwise expressly provided, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, certified mail addressed to the other party at the address set out above or such other address the other party may have designated by written notice. Notice is given when deposited in the U.S. mail, properly addressed, with postage prepaid.

l. Consent of Parties. Whenever consent or approval of either party is required, that party will not unreasonably withhold such consent or approval.

m. Amendment. No amendment or modification of this Assignment is effective unless made in writing and executed by both parties.

n. Exhibits. All exhibits to which reference is made are attached to this agreement and incorporated by reference.

Executed at Des Moines, Iowa, on the date stated in the introductory paragraph.

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ASSIGNORS:

Richard Lattig
Richard Lattig

Karol K. Lattig
Karol K. Lattig

ASSIGNEE:

THORP CREDIT, INC.

By John R. Yzzyn Manager

ATTEST:

Lyle T. Hansen

STATE OF IOWA, POLK COUNTY, ss.

On 12-29, 1983, before the undersigned Notary Public in and for the State of Iowa, personally appeared Richard Lattig, a/k/a/ Richard B. Lattig, and Karol K. Lattig, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

ROBERT L. LANDE
MY COMMISSION EXPIRES
September 15, 1985

Robert L. Lande
Notary Public in and for the
State of Iowa

STATE OF IOWA, POLK COUNTY, ss.

On 12-29, 1983, before the undersigned Notary Public in and for the State of Iowa, personally appeared _____, to me personally known; being duly sworn, he stated that he is the _____ of the corporation executing the foregoing instrument, that (the seal affixed thereto is the seal of) (no seal has been procured by) the corporation, and that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and, as such officer, he acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, voluntarily executed by it and by them. BU

Notary Public in and for the
State of Iowa

ACCEPTANCE AND ESTOPPEL CERTIFICATE BY TENANT

The undersigned Charles Huddleson is the Tenant under a Farm Lease which is attached and incorporated by reference as "Exhibit A." Tenant certifies to Assignee, a holder, or proposed holder of the Note secured or to be secured by a Mortgage on the Real Estate, and to its successors and assigns, and any participant with Assignee in the Note and other loan instruments that:

1. The Lease is unmodified and in full force and effect and the term has commenced and the full rental is now accruing;

2. Tenant, as of this date, has no charge, lien, or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due;

3. Tenant has accepted possession of the premises, and currently operates its farm business there;

4. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the satisfaction of Tenant;

5. No rent under the Lease has been paid in advance of its due date;

6. Notices are to be sent to Tenant at:
_____. RR#2 Box 36 Orient IA 50858 C.H.

Tenant's Covenants. Tenant agrees that, as of this date:

1. Tenant will not pay any rent under the Lease in advance of its due date and, so long as there shall be any assignment of Landlord's interest in the Lease to Assignee, or any successor mortgagee, Tenant will not surrender or consent to modification of any of the terms of the Lease, or to the termination by Landlord.

2. Tenant will not seek to terminate the Lease by reason of any act or omission of Landlord until Tenant has given Landlord's interest in the lease to Assignee, or any successor mortgagee.

3. Tenant will not surrender or consent to the modification of any of the terms of the Lease or to termination by Landlord;

4. Tenant will not seek to terminate the Lease by reason of any act or omission of Landlord until Tenant gives written notice of such act or omission to the holder of the Note and Loan Instruments (at such holder's last address furnished Tenant) or any other loan documents, and until after a reasonable period of time has elapsed following the giving of such notice. During this period, a holder has the right, but not the obligation, to remedy such act or omission;

5. Tenant will make rental payments in accordance with the terms of the Collateral Assignment to which this Acceptance is attached and incorporated by reference, and agrees to perform all other obligations required by Tenant under the Collateral Assignment.

Attornment. If the interests of Landlord under the Lease are transferred by reason of foreclosure or other proceedings for enforcement of the mortgage:

1. Tenant will be bound to the purchaser under all of the terms, covenants, and conditions of the Lease, including, but not limited to the payment of the rental fixed by the Lease for the balance of the remaining term and any extensions, modifications or renewals with the same force and effect as if the purchaser were the Landlord under the Lease;

2. The undersigned Tenant attorns to the purchaser, including the Assignee if it is the purchaser, as its Landlord, and the attornment is effective and self-operative without the execution of any further instruments when a purchaser succeeds to the interest of the Landlord under the Lease;

3. The respective rights and obligations of the undersigned Tenant and a purchaser upon such attornment, to the extent of the then remaining renewals, modifications, and extensions are the

same as set forth herein except as otherwise expressly provided herein and except that, if the Assignee is the purchaser, the Assignee will not be required to perform any obligations which it shall be unable to perform.

Subordination. Tenant will subordinate any and all interest which he may have in the Real Estate, whether by reason of the Lease which is attached hereto as "Exhibit A," or otherwise, to the Mortgage given by Assignor-Landlord to Assignee-Thorp Credit, Inc., dated 12-29, 1983. It is the intention of Tenant to subordinate all right, title, interest, and claim in and to the Real Estate to the Mortgage without any reservations or exceptions. Such subordination shall include any and all extensions, modifications, renewals, or replacements of Tenant's Lease with the Landlord.

Dated as of 12-29, 1983.

LANDLORD

Richard Lattig, a/k/a
Richard B. Lattig

TENANT

Charles Huddleson

STATE OF IOWA, POLK COUNTY, ss.

On 12-29-83, before the undersigned Notary Public in and for the State of Iowa, personally appeared ~~Charles Huddleson and~~ Richard Lattig, a/k/a Richard B. Lattig, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that ~~they~~ he executed the same as ~~their~~ his voluntary act and deed.

ROBERT L. LANDE
MY COMMISSION EXPIRES
September 15, 1985

Notary Public in and for the
State of Iowa

STATE OF IOWA, POLK COUNTY, ss.

On 12-27, 1983, before the undersigned Notary Public in and for the State of Iowa, personally appeared Charles Huddleson, to me known to be the identical percon named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for the
State of Iowa
My Comm expires

EXHIBIT A MISC. RECORD 34 796

FARM LEASE—CASH

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THIS LEASE, made and entered into this 17 day of April A. D. 1982

by and between Richard Lattig hereinafter referred to as

Landlord, and Charles Huddleson hereinafter referred to as

Tenant,

WITNESSETH: That Landlord, in consideration of the agreements hereinafter mentioned to be kept and performed by Tenant, does by these presents lease to Tenant the following described land, situated in Madison County, Iowa, to-wit:

North Half of Northeast Quart er (N½NE¼) and Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), East Half (E½) of the Northwest Quarter (NW¼), All in Section Twenty (20), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., as directed by landlord

and containing 200 acres, more or less, to have and to hold the same to Tenant from the 1st day of March, 1982, to the 1st day of March, 1985. And Tenant, in consideration of the leasing of the premises as above set forth, and in consideration of the promises and performances herein undertaken by the Landlord, agrees with Landlord:

1. To pay as rent for the same to the Landlord at his residence in Des Moines-8210 Plaza Lane Warren County, Iowa, or at such other place as he may from time to time direct, as follows: 50315

$15,400.00 Due Dec 1st 1982
15,400.00 " " " 1983
15,400.00 " " " 1984

2. To prepare such ground and to plant such crops as may be designated and directed by Landlord : unless otherwise agreed, in writing

3. Restrictions, if any, as to crops which may be grown upon said land, are as follows: None

4. This being a cash rent lease, all crops grown on said lands shall become the property of the Tenant, subject, however, to such liens or restrictions as are herein provided, or as may be provided by law.

5. **TERMINATION OF LEASE.** This lease shall be continued for the lease term herein provided, except as it may be terminated by default of Tenant. Further, such lease shall continue after such agreed term from year to year, upon the same terms and conditions, unless either party gives due timely and legal written notice to the other of election to cancel or terminate any such extended lease period whereupon the tenancy shall terminate March 1, following; provided further such tenancy shall not continue because of absence of notice in case there be default in the performance of the existing rental agreement Due, timely and legal written notice shall be given on or before September 1 as provided by law (Section 562.7 I.C.A. as amended), unless by express agreement, the parties provide the same notice at an earlier time, as follows

6. **POSSESSION AND CONDITION AT END OF TERM.** At the expiration of the term of this lease, Tenant will yield up the possession of said premises to Landlord, and failing thus to deliver up said premises, Tenant agrees to pay Landlord $ $25.00 per day, as liquidated damages for any holding over period. Said premises at the time of such delivery of possession shall be in as good order and condition as when the same were entered upon by Tenant excepting reasonable or insurable loss by fire, inevitable accidents and ordinary wear excepted

7. Proper Husbandry. Tenant covenants to farm said premises in a good and husbandman like manner, and to use accepted farming practices which will maintain proper care of the soil and the premises.

8. Tenant shall pay all costs of growing and harvesting crops on said premises, and shall not permit any cost or expense of farming incurred by him to become a lien upon said premises or the crops grown thereon.

9. Buildings and Grain Storage Facilities. Tenant is afforded the use of the following buildings and grain storage facilities, and no other: Tenant may use Grain Bin unless Sold by landlord

10. **CARE OF TREES, SHRUBS AND GRASS.** Tenant shall preserve and keep the fruit and ornamental trees, vines and shrubbery, that are now or may be planted upon the premises, from injury by plowing or from cattle or other stock.

11. **WEED CONTROL.** All noxious weeds shall be sprayed or otherwise timely destroyed by tenant. Weeds in fence rows shall by him be timely cut with a mower or scythe or sprayed with herbicide.

12. **LANDLORD'S RIGHT OF ENTRY.** Landlord reserves the right to plow the ground after Tenant has harvested the crops if notice of the termination of this lease has been properly served. Landlord, or his legal representatives, may enter upon said premises for the purpose of viewing or seeding and making repairs, or other reasonable and ordinary purpose as Landlord.

13. **NO REMOVAL OF GRAIN OR PRODUCE UNTIL PAYMENT OF RENT.** Tenant further covenants except as arranged with, or agreed by Landlord, not to remove any of the grain or produce raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid nor to sell the same or any part thereof. And if any grain or produce raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent, or if Tenant should sell or attempt to sell said grain or produce, or any part thereof, except as aforesaid, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingencies said rent shall immediately become due and payable and Landlord, or his legal representative, shall have the right to enter into said premises and take possession of said grain, wherever the same may be found, and to remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same and to preserve or protect the same until it shall be fit, and then harvest and gather or sell the same, or any part thereof, at private or public sale, and apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.

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14. **VIOLATION OF TERMS OF LEASE.** If Tenant shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease, or shall assign this lease or underlet said premises or any part thereof without the written consent of the Landlord, then this lease shall, at the election of the Landlord, be null and void, and the Landlord, or his legal representatives, shall have the right to take possession of said premises, using force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become part of the rent, recoverable as rent. Without limiting the generality of the foregoing, any failure to pay rent when due shall entitle the Landlord to immediate possession, and any violation of the terms of this lease, or failure to pay any cash rent when due, shall cause all unpaid cash rent to become due and collectible at once, and without notice to, or demand upon, Tenant.

15. **LANDLORD'S LIEN AND SECURITY INTEREST. TENANTS' WAIVER.** Tenant as to any of his personal property on said premises hereby waives and relinquishes all rights of exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of this state, including personal property from seizure and sale to the extent necessary to protect Landlord in the enforcement of his liens herein and in the payment of all rental as agreed. Said Landlord shall have in addition to the lien given by law, a security interest as provided in the Uniform Commercial Code of Iowa, upon all personal property owned, kept and used on said premises by Tenant, during the term hereby agreed to be paid. Landlord may proceed at law or in equity with any remedy by law for the recovery of rent, or from the termination of this lease, because of Tenant's default in its performance.

16. **REPAIRS.** Tenant shall keep said premises, including the buildings and fences, in proper repair, provided that Landlord shall furnish (ordinary materials), that he or his agent consider needful to repair said premises within reasonable time after being notified, and Tenant shall haul said material to said premises without charge.

17. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected on the above described land during the term of this lease by Tenant shall be deemed as additional rent and shall inure to the premises and become the property of the Landlord, unless permission to erect and remove same shall be obtained in writing and made a part of this lease.

18. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of Landlord without first obtaining his written order. As to this paragraph and as to paragraphs 16 and 17 no mechanics' liens shall be imposed upon or foreclosed against the real estate described herein.

19. **ATTORNEY FEES AND COURT COSTS.** Tenant also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by Landlord and all crops growing, or in cribs or granary on said premises shall be security for all rent due or to become due from Tenant to Landlord as evidenced by book account or note held by and originally payable to Landlord (or either, if more than one).

20. **CHANGES IN LEASE TERMS.** No act of either party, or both parties, shall be construed as an extension of this lease, or any change in the terms and provisions, unless changes are reduced to writing and signed by both parties.

21. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

22. **ADDITIONAL PROVISIONS.** By express agreement, the following special provisions are made a part of this lease:

23. Landlord shall have the right to test for all minerals on the said premises but shall pay all damages to tenant.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Charles Hubbleson

Richard Tubbs

TENANT

LANDLORD

Mailing address of Tenant, also sometimes referred to as Debtor in the Uniform Commercial Code, Section 554.9402:

Address of Landlord, also sometimes referred to as the Secured Party in the Uniform Commercial Code, Section 554.9402:

STATE OF IOWA, _____ County, ss:

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

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.

Notary Public in and for said State