STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 1382 Filed for Record this 18 day of March 19 81 at 2:45 P.M.
Book 33 Page 463 Recording Fee 15.00 Mary E. Welty, Recorder, By _____ Deputy

RESIDENCE OR APARTMENT LEASE

IT IS AGREED this _____ day of March, A.D. 19 81, by and between Victor L. Edwards

Landlord, and Jerry L. Stutzman and Judith F. Stutzman, husband and wife

Tenants:

That the Landlord hereby leases to the Tenants, and the Tenants hereby lease from the Landlord, the following described premises, situated in Madison County, Iowa, to-wit:

Commencing at the Southwest corner of the Southwest Quarter (SW¼) of Section Thirty-two (32) Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M.,thence North 552 feet, thence East 246 feet,thence South 552 feet,thence West 246 feet to the point of beginning,

in consideration of the mutual promises of the parties herein and upon the terms, provisions and conditions following:

1. **LEASE PERIOD.** The duration of this Lease shall be from 15th day of March, 19 81, to and including the 15th day of March, 19 82.

2. **RENT.** Tenants agree to pay to Landlord as rental for said term as follows: $ 100.00 per month, in advance the first rent payment becoming due upon

~~(Strike -- (a) the execution of this lease; or -- One) -- (b) the _____ day of _____, 19____ and the same amount per month, in advance on the _____ day of each month thereafter during the term of this lease, with interest on all delinquent rental at 9 _____% per annum~~

~~In addition to the above monthly $_____ rental, Tenants shall also pay:~~

All sums above shall be paid to the Landlord at his Residence in Madison County, Iowa, or at such other place as the Landlord may, from time to time, direct.

3. **USE.** Tenants shall use said premises only for residential purposes for Tenants and their children (2 in number) except

(other persons?) (pets?)

Tenants shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the purpose, use and occupancy of said premises; shall not permit said premises to be occupied for any purpose or permit any act which shall invalidate any policy of insurance on said premises, or increase the fire hazard, and shall pay promptly to Landlord any increase in rate of insurance on the premises resulting from Tenants' occupancy or act; shall bring into or remove from the building by way of the rear entrance, if there be one, all household furniture, machinery and heavy appliances and fixtures; shall locate safes, washing machines, clothes dryers, dishwashers or other heavy equipment as prescribed by the Landlord, and shall not print or affix any sign except with the written consent of the Landlord.

4. **CARE OF PREMISES.** Tenants shall not permit or allow the premises to be damaged by any act or negligence of the Tenants or of any member of their family or of any person on the premises by the permission of Tenants; shall, as a matter of maintenance, keep the property in good order and in a clean, sanitary and safe condition. Without limiting the generality of the foregoing, Tenants shall not permit or allow any damage by pets; shall prevent pipes from freezing; shall promptly repair or replace any part of the fixtures, appliances or premises broken, damaged or destroyed or clogged or frozen (other than by reasonable wear and tear or by situations not caused by Tenants' negligence); shall maintain floors in as good condition as at the beginning of this lease, or as same may hereafter be improved; shall remove snow and all other obstructions from sidewalk; and shall surrender possession of said premises to the Landlord in as good repair and condition as the same are now, or may hereafter be placed (ordinary wear and tear, non-negligent damage by fire or the elements excepted), at the expiration of this lease without notice to quit. Tenants shall not do, or cause to be done, any interior decorating or remodeling unless Landlord consents in writing.

5. **ASSIGNMENT.** Tenants shall not assign this lease nor sub-let said premises or any portion thereof without the written consent of Landlord.

6. **ENCUMBRANCES.** Tenants' property as and when moved on said premises shall not be removed therefrom during the term of this lease except temporarily for uses reasonably and incidentally appropriate to its ownership. There are no encumbrances on said property except as follows:

7. **FIXTURES AND IMPROVEMENTS.** Tenants shall leave upon and surrender to the Landlord with the premises at the termination of the Lease all locks, brackets for curtains, and other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenants.

8. **UTILITIES.** Except as otherwise expressly provided, Tenants shall furnish their own heat and all public utilities. These include gas, water, electricity and city sewage disposal service, if any.

9. **TEMPORARY SUSPENSION.** If, by the express terms of this lease, Landlord is to furnish heat, hot water or other utility, he shall not be held responsible in any way for temporary suspension in supply of same and such temporary suspension shall not be deemed grounds sufficient to terminate this lease or any part thereof.

10. **INDEMNITY.** Tenants shall hold the Landlord harmless for damage or injury which may be sustained by the Tenants from damage caused by breakage, leakage, or obstruction of pipes, and from latent defects not known to Landlord.

11. **RIGHT TO ENTER.** Tenants shall allow the Landlord, his agents or workmen at reasonable times at his discretion, to enter the premises to inspect the same, make repairs or improvements, or show the property to persons desirous of leasing or purchasing. Landlord shall have the right to enter upon and into said premises, if in good faith he does so, in the absence or apparent absence of Tenants to meet an apparent emergency.

~~12. SALE -- CHANGES -- TERMINATION. This lease may be terminated by giving Tenants 30 _____ days written notice of termination in event of sale, or if possession is required for removing the building or buildings or materially altering or improving them. Time of termination and yielding of possession by Tenants shall be at the end of such period so designated in the notice.~~

~~13. Select either (a) or (b) below by marking "X" in the applicable box. If no such selection is made then (a) shall be the governing and operative provision for this lease:~~

~~☐ (a) RENEWAL. This written lease is renewed from term to term for the same length of time and upon the same terms, including this paragraph, if Tenants hold possession for three (3) days after the expiration of this lease, provided that either party may terminate such lease during the first thirty (30) days after said three (3) days by giving thirty (30) days notice and the lease shall terminate thirty (30) days after said notice is given.~~

~~☐ (b) HOLDING OVER. Continued possession, beyond the expiration date of the term of this lease, by the Tenants, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of this lease.~~

14. **NO ORAL CHANGES.** No statement, representation or promise with reference to this lease or the premises leased, or any repairs, alterations or improvements or the change in the term of this lease shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenants.

ALL AGREEMENTS OF THESE PARTIES TO DATE HEREOF ARE EXPRESSED IN THIS WRITTEN LEASE.

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15. **LIEN.** Landlord shall have, in addition to the landlord's lien provided by statute, a lien upon all personal property of Tenants kept or used in said premises during the term of this lease and belonging to Tenants, whether such property is exempt from execution or not, and upon improvements, if any, placed or erected by Tenants on said premises, and upon the unexpired term of this lease, to secure the payments of rent due or to become due, and all expenses including attorneys' fees incurred by Landlord in litigation to collect rent hereunder, or possession, or to procure injunction to prevent removal of personal property, and to secure payment of damages to the premises caused or permitted by Tenants. The lien shall follow the property to whatever location removed, until all secured amounts are paid.

16. **OTHER REMEDIES.** If Tenants shall fail to comply with any of the terms or conditions of this lease the Landlord in addition to any other remedies may exercise, at his discretion, any one or more of the following remedies, to wit: (1) declare the rent for said entire term due and proceed to collect the same; (2) elect to declare a forfeiture of this lease and all Tenants' rights hereunder, an ordinary 3 day notice to quit being sufficient for this purpose as well as being the basis for suit for possession. The partial payment or rent due shall not constitute a waiver of right of action for balance due aided by attachment or of action for forcible entry and detainer on account of the unpaid balance of rent for the month upon which part payment was made. In all provisions under this lease time is of the essence and the performance of all other obligations is material.

17. **ATTORNEYS' FEES.** In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this lease, or to protect the lien herein given, or in any other case permitted by law in which attorneys' fees may be collected from Tenants, or charged upon the property in paragraphs 6 and 15, above, they agree to pay reasonable attorneys' fees.

18. **NOTICE.** Any notice for which provision is made in this lease unless herein otherwise provided may be given by either party, to the other in any of the following ways: (1) by delivery of written notice; or (2) by service of written notice in the manner provided by law for the service of original notice; or, (3) by sending written notice addressed to the last known address by certified mail with a return receipt demanded; or, (4) by any other method of giving written notice if such notice is actually received; or, (5) if the Tenants are to be given the notice and if the premises be abandoned or vacant, by affixing written notice to any outside door of the dwelling or other building or in some conspicuous position on the premises.

19. **REMOVAL BY TENANTS—KEYS—SIGNS.** Upon removal from the premises by Tenants prior to the expiration of this lease, or Tenants' nonpayment of rent, Landlord's acceptance from Tenants of the keys to the premises or Landlord's advertising for rent or re-renting of the premises shall not constitute an acceptance by Landlord of a surrender of the lease by Tenants, nor shall it release the Tenants, but any rentals received shall be applied by Landlord on Tenants' rent less expenses incurred by Landlord in re-renting. At the time of the expiration of this lease, or any renewal thereof, or upon forfeiture thereof Tenants shall promptly deliver all keys for said premises to the Landlord at the place designated above for the payment of rent. Landlord shall have the right to place, keep and display in a visible location a "For Rent" or "For Sale" sign on said premises for a period of thirty days prior to the expiration of this lease.

20. **DELAY OF POSSESSION.** If Landlord is unable to give Tenants possession at the beginning of the term, the rent shall be rebated on a pro rata basis until possession can be given, which rebated rent shall be accepted by Tenants as full settlement of all damages occasioned by said delay, and if possession cannot be delivered within fifteen days of the beginning of said term either party may thereupon terminate this lease by giving the other party notice of such termination.

21. **FIRE.** If during the term of this lease the building or premises shall be destroyed by fire, the elements or other casualty, or taken by eminent domain, or condemned under police regulations, or partially destroyed, so as to render the premises wholly unfit for occupancy, and if they shall be so badly damaged that they cannot be repaired within 60 _____ days from the date of the damages, or if the Landlord elects not to repair them, this lease shall cease and become null and void from the date of such damage. Tenants shall immediately surrender said premises and rent shall be adjusted to the time of such surrender. If said premises shall be repairable within 60 _____ days from the happening of said damage and the Landlord elects to repair them, the rent shall not accrue while the repairs are being made but shall recommence immediately after said repairs have been completed. In case of termination of the lease under this numbered paragraph the Landlord may re-enter and re-possess said premises discharged of the lease and may remove all parties therefrom. If, however, said premises shall be so slightly damaged by fire or the elements as not to be rendered unfit for occupancy then the Landlord shall repair the same with reasonable promptitude and the rent accrued or accruing shall not cease or be terminated by reason of said damage.

22. **SUBROGATION.** To the extent permitted by Landlord's insurance policies and so long as it shall not jeopardize Landlord's rights of recovery thereunder, Landlord waives any claims he might otherwise have against Tenant for fire or other insured casualty, whether caused by Tenant's negligence or otherwise.

23. **MULTIPLE DWELLING.** If the property leased is other than a separate private residence, Tenants shall not obstruct the halls or stairways, shall only use the same for passage to and from premises, shall not cover or obstruct any of the skylights or windows that admit light into courts, halls or passageways, shall not make or permit any disturbing noises in the building by themselves, their family, friends or servants or pets, nor do or permit anything by such persons or pets that will interfere with the rights, comforts or convenience of other lessees; shall not play on musical instruments after ten o'clock P.M.; shall not obstruct fire escapes, and shall obey such reasonable multiple apartment rules as the Landlord shall from time to time establish.

24. **ANTENNA.** Tenants shall have the right to install and shall remove television antenna on said premises and shall be liable for any and all damages occasioned thereby.

25. **DEPOSIT SECURITY.** At the time of execution of this lease Tenants shall pay the Landlord in trust in addition to the rent for first month hereunder the sum of $_____ to be held and disbursed as a rental deposit pursuant to sections 562.8 through 562.16, Code of Iowa.

26. **AS TO PRESENT AND CONTINUING HABITABILITY AND RENTAL VALUE, TENANTS HAVE INSPECTED THE PROPERTY AND FIXTURES AND ACKNOWLEDGE THAT THEY ARE IN A REASONABLE AND ACCEPTABLE CONDITION OF HABITABILITY FOR THEIR INTENDED USE, AND THAT THE RENT AGREED UPON IS FAIR AND REASONABLE IN THIS COMMUNITY FOR PREMISES IN THEIR CONDITION. IN THE EVENT THAT CONDITION CHANGES SO THAT, IN TENANTS' OPINION, THE HABITABILITY AND THE RENTAL VALUE OF THE PREMISES IS AFFECTED, THEN TENANTS SHALL PROMPTLY GIVE A REASONABLE WRITTEN NOTICE TO THE LANDLORD.** ***(See Mease vs. Fox, 200 N.W. 2d 791.)***

27. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

28. SEE ATTACHED.

Victor L. Edwards
Victor L. Edwards
Landlord

Jerry L. Stutzman
Jerry L. Stutzman
Judith F. Stutzman
Judith F. Stutzman **Tenants**

Please type or print names under signatures as per Sec. 535.2 Code of Iowa as amended

ROBERTA T. PLATT
MY COMMISSION EXPIRES
September 30, 1982

STATE OF IOWA, Madison COUNTY, ss:

On this 18 day of March, A. D. 19 81, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Victor L Edwards.

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

Roberta T. Platt
Notary Public in and for said County and State

ATTACHMENT

28. Tenant agrees to take the premises in its present condition (as is) and Landlord will not furnish any labor or material to improve or maintain the premises. Tenant agrees to maintain the premises in all respects at his cost. Tenant shall have the right to improve the premises or buildings at his own cost with all improvements becoming a part of the real estate and innuring to the benefit of Land lord.

Tenant shall have the right and option to renew this lease on the same terms and conditions for each of 6 successive periods of 1 year, each which options shall be exercised and the lease renewed by paying the rent due on the first day of each term.

Tenant shall have the option to purchase the premises herein described for the total sum of $20,000.00 on the terms and conditions of the real estate contract attached hereto marked Exhibit "A" and by this reference made a part hereof. This option may be exercised at anytime during the period of this lease or any renewal hereof by sending Landlord a written notice of Tenants intent to exercise this option by certified mail at least 30 days prior to the date the option is to be exercised.

IOWA STATE BAR ASSOCIATION
Official Form No. 21.2 (Trade-Mark Registered. State of Iowa. 1967)

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

REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between Victor L. Edwards and Ava Lea Edwards husband and wife

of ~~Madison~~ County, Iowa, **Sellers,** and, Jerry L. Stutzman and Judith F. Stutzman

of Madison County, Iowa, **Buyers:**

That Sellers hereby agree to sell and Buyers hereby agree to buy the real estate situated in Madison County, Iowa, described as:

Commencing at the Southwest corner of the Southwest Quarter (SW¼) of Section Thirty-two (32) Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., thence North 552 feet, thence East 246 feet, thence South 552 feet, thence West 246 feet to the point of beginning.

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of ~~Twenty Thousand and no/100~~ Dollars ($ ~~20,000.00~~) of which none Dollars ($ none) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers at residence of Sellers, or as directed by Sellers, as follows:

The difference between the amount paid as rent under the lease dated March 9, 1981 and any renewals thereof and $20,000.00 payable in cash upon tender of an abstract showing merchantable title and a warrenty deed.

~~2. **INTEREST.** Buyers agree to pay interest from upon the unpaid balances, at the rate of per cent per annum, payable annually.~~

3. **TAXES.** Sellers agree to pay the taxes prorated to the date of the exercise of the option to buy, and any unpaid taxes thereon payable in prior years and any and all special assessments for improvements which have been installed at the date of this contract; and Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.***

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before thirty (30) days from and after the notice of the exercise of the option to buy is received by Seller.

5. **INSURANCE.** Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado and extended coverage for a sum not less than $ existing or the balance owing under this contract, whichever is less, with insurance payable to Sellers and Buyers as their interests may appear, and to deliver policies therefor to Sellers.

6. **ABSTRACT.** Sellers agree to forthwith deliver to Buyers for their examination abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for an additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pump jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except

*Decide for yourself if that formula is fair if Buyers are purchasing a lot with newly built improvements.

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8. **CARE OF PROPERTY.** Buyers shall not injure, destroy or remove the improvements or fixtures or make any material alterations thereof without the written consent of Sellers, until final payment is made.

9. **DEED.** Upon payment of all sums owing by Buyers to Sellers by virtue of this contract, Sellers agree to contemporaneously execute and deliver to Buyers a warranty deed upon the form approved by The Iowa State Bar Association and which shall be subject to:

(a) Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.

(b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.

(c)

10. **FORFEITURE AND FORECLOSURE.** If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa.

11. **PERSONAL PROPERTY.** If this contract includes personalty, then Buyer grants Seller a security interest in such personalty. In the case of Buyer's default, Seller may, at his option, proceed in respect to such personalty in accordance with the Uniform Commercial Code of Iowa and treat such personalty in the same manner as real estate, all as permitted by Section 554.9501(4), Code of Iowa.

12. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHT IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this sale, hold the title to the above described property in joint tenancy, this sale shall not constitute a destruction of that joint tenancy. In that case, all rights of the Sellers in this contract, in the proceeds thereof, and in any continuing or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with full rights of survivorship and not as tenants in common. Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller and to accept deed executed solely by such survivor; but with due regard for the last sentence of paragraph 6, above.

13. **"SELLERS."** Spouse, if not a titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

14. (Here add further terms or provisions) This contract shall not be effective until Buyers notify Sellers of their intent to exercise the option to buy provided in the lease dated March 9,1981.

Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context.

Dated this_____day of_____, 19____.

Jerry L. Stutzman	Victor L. Edwards
Judith F. Stutzman **BUYERS**	Ava Lea Edwards **SELLERS**
Buyers' Address	**Sellers' Address**

Please type or print names under signatures as per Code Section 558.9

STATE OF IOWA, _____ COUNTY, ss:

On this_____day of_____, A. D. 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

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

_____, Notary Public in and for said County and State.

Real Estate Contract (Short Form)

TO

Entered for taxation the _____ day of _____, 19____

Auditor

By _____ Deputy

Filed for record the _____ day of _____, 19____ o'clock ____M., and recorded in Book _____ of _____, on page ____ of _____ County Records.

Recorder

By _____ Deputy

WHEN RECORDED RETURN TO

Edwards

Mackenzie