STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 1694 Filed for Record this 14 day of May 19 81 at 4:30 P.M.
Book 33 Page 518 Recording Fee 3.00 Mary E. Welty, Recorder, By M Welty Deputy
Compared

BLOXIDGE FARM LEASE—CASH OR SHARES
APPROVED BY THE IOWA REAL ESTATE ASSN. NOV. 1952 COMMERCIAL OFFICE SUPPLY CO. FORM NO. 140

THIS INDENTURE, made and entered into this 9th day of May, A. D. 19 81
by and between Howard L. and Florence L. Benshoof (lessors), party of the first part,
and Ted A. Benshoof and Cheryl Benshoof Lessees), party of the second part,

WITNESSETH: That the first party, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has by these presents demised and leased to the second party the following described land, to-wit:

322 Acres with improvements (known as the Goodnight farm) located on highway #92 approximately 2 (two) miles west of Patterson, Iowa, Madison County, and in Section 24 and 25, Twp. 76 North, Range 27, West of the 5th P. M.

in the County of Madison and State of Iowa, and containing three hundred twenty two acres, more or less, to have and to hold the same to the second party from the first day of January, 19 82, to the thirty-first day of December, 19 91. And the second party, in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay, as rent for the same, in the manner following: That is to say: (a) $5000. cash rent payable ANNUALLY on or before January 1 of each year for ten years with the first payment on January 1, 1982. Payment to be made to the Account of Lessors at the Union State Bank in Interset (or other designated bank) with the deposit slip mailed promptly to the lessors as evidence of timely payment.
(b) All property taxes on land and buildings or special assessments to be paid when due by the 2nd Parties (Lessees)
(c) All improvements (including all fences necessary to retain livestock on above rented property and off roadways) to be provided by 2nd Parties
(d) Lessees (2nd Parties) also agree to carry insurance covering liability as well as property damage, to fully protect Lessors (First Parties).

And the second party covenants with the first party that at the expiration of the term of this lease he will yield up the possession to the first party, without further demand or notice, in as good order and condition as when the same was entered upon by the second party, loss by fire, inevitable accidents and ordinary wear excepted, and failing thus to deliver up said premises, the second party agrees to pay the first party five dollars per day for all the time he may continue in the possession of said premises after the expiration of this lease.

And it is further expressly understood and agreed between the parties hereto as follows:

I. The second party covenants to farm said premises in a good and farmlike manner, and to raise the greatest amount of grain thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in a condition to plow, but not to plow pasture or hay land without consent of first party.

II. The second party covenants to properly care for all growing crops in good and husbandlike manner, and to harvest all crops in proper season, and failing so to do the party of the first part may enter upon said premises either by himself or agent, and properly care for or harvest said crops and charge the cost to the party of the second part.

III. The second party shall haul out and distribute upon the poorest soil on said premises, all the manure and compost suitable to be used, whether on said premises at the beginning of this lease or accumulates during the term thereof; and further not to haul or remove any straw from said premises, nor burn any straw, stalks or stubble thereon.

IV. The second party shall preserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be hereafter planted upon the premises, from injury by plowing or from cattle or other stock, and further to keep said premises free from brush, noxious weeds, and thistles, and shall mow or cut near the surface all weeds on said land within the limits of the public roads thereon, on or before the 15th day of August of each year and shall also keep all the necessary ditches and drains plowed and cleaned out during the continuance of this lease.

V. The said second party shall keep said premises, including the hedges and fences, in proper repair, provided that the landlord shall furnish necessary material, that he or his agent may consider needful to repair said premises within a reasonable time after being notified, and the second party shall haul said material to said premises without charge.

VI. And the second party further covenants not to remove any of the grain 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 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 the second party shall sell or attempt to sell said grain or produce, or any part thereof, 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 the first party, or his legal representative, shall have the right to enter into said premises and take possession of said grain or 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.

VII. The first party reserves the right to plow the stubble ground when the second party may have cut the grain grown thereon, and further, that the first party or his legal representatives may enter upon said premises for the purpose of viewing or seeding and making repairs.

VIII. If the second party 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, then this lease shall, at the election of the first party, be null and void, and the first party, or his legal representative, shall have the right to take possession of said premises, using such 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 a part of the rent, recoverable as rent.

IX. The second party hereby waives and relinquishes all rights from exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale; on execution of distress for rent, said first party shall have upon the terms of this lease, in addition to the lien given by law, a lien upon all personal property owned by second party during the term of this lease, whether said property is exempt from execution or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.

X. The second party agrees to leave the same number of acres plowed on said premises at the expiration of this lease as may be plowed thereon at the beginning thereof, and if he fails to do so, to pay the first party $1.50 per acre therefor.

XI. The second party 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 the first party, and it is further agreed by and between the parties that all crops growing or in stack, crib or granary on said premises shall be security for all sums due or to become due from party of the second part to party of the first part as evidenced by book account or note held by party of the first part.

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

Jerrel B. O'Brien
WITNESS FOR PARTY OF THE FIRST PART

Howard L. Benshoof
Florence L. Benshoof

Jerrel B. O'Brien
WITNESS FOR PARTY OF THE SECOND PART

Ted Benshoof
Cheryl Benshoof