ASSIGNMENT OF LEASE

The undersigned, Charlotte M. Banks and Roger Banks, wife and husband, hereby assign unto Donald J. Overton and Luann Overton, all their right, title and interest in and to certain Lease, a copy of which is attached hereto and by this reference made a part hereof.

Charlotte M. Banks

Charlotte M. Banks

Roger Banks

Roger Banks

STATE OF IOWA :
:ss
COUNTY OF MADISON :

On this 30 day of May, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charlotte M. Banks and Roger Banks, 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.

Carolyn H. Austin

CAROLYN H. AUSTIN

Notary Public in and for the State of Iowa

WRITTEN CONSENT TO ASSIGNMENT OF LEASE

The undersigned, Gerald Anderson, Executor of the Estate of H.P. Anderson, deceased, hereby consents and agrees that Charlotte M. Banks and Roger Banks may assign the attached lease to Donald J. Overton and Luann Overton as of June 1, 1978, and that said lease shall continue in full force and effect pursuant to its terms with said Assignees.

Gerald Anderson

Gerald Anderson, Executor of the Estate of H.P. Anderson, Deceased

STATE OF IOWA :
:ss
COUNTY OF MADISON :

On this 1 day of June, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gerald Anderson, Executor of the Estate of H.P. Anderson, deceased, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he, as such fiduciary, executed the same as the voluntary act and deed of himself and of such fiduciary.

CAROLYN H. AUSTIN

Carolyn H. Austin

Notary Public in and for the State of Iowa

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 2771 Filed for Record this 20 day of June 1978, at 11:03 AM
Book 32 Page 77 Recording Fee $10.50 Mary E. Welty, Recorder, By Shirley L. Henry Deputy

erald Anderson, Exec.
. P. Anderson Estate
To
ohn Headrick et al

#723

Fee $2.50

TOWN LEASE

Filed for record the 17 day of May A.D. 1968 at 4:39 o'clock P. M.

Mary E. Welty, Recorder

Book 56 - 466

This Agreement made and entered into this 28 day of March, 1968, by and between erald Anderson, Executor of the Estate of H. P. Anderson, Deceased, first party, nd John Headrick and Gary Headrick second parties, WITNESSETH:

First party in consideration of the covenants of the second parties hereinafter ontained, does hereby lease to the second parties the residence property located t and commonly known and described as number - - the legal description thereof eing

the North Half (N½) of Lot Eight (8), O.T.P., St. Charles, Iowa, (Northwest Section) in the County of Madison, State of Iowa

rom and after the 28 day of March 1968 to the 28 day of March, 1988, and the second arties in consideration of the leasing of said premises, hereby covenant and agree ith the first party to pay said first party, at St. Charles, Iowa, as rent for the ame, the sum of Twenty and no/100 dollars $20.00) payable $1.00 on the execution of his Contract and $1.00 each year thereafter for the said 20 year period, and in ddition thereto pay Taxes as set out below.

And the said second parties covenant with the first party that they will keep he buildings, glass, windows, plumbing, fences gates, etc., in as good repair as he same now are, or may at any time be placed in by the first party ordinary wear and tear, damage by superior force, inevitable accident or fire from any other cau then from the carelessness of the second parties or persons of their family or in their employ excepted and thatsecond parties will in all respects comply with the requirements of the city ordinances in keeping said premises, streets and alleys djacent thereto, free from all ashes, rubbish, filth and obstructions, and the idewalks free from ice and snow, and at the expiration of the term of this lease or forfeiture thereof, will yield up the premises to the first party without furth notice, in as good condition as the same now are or may be placed in by the first party loss by inevitable accident and ordinary wear or fire from any other cause than the carelessness of second parties or persons of their family or in their employ, excepted.

Second parties covenant that they will permit no unlawful business or acts or conduct on said premises, and that they will use said premises as a car wash and for no other purposes whatsoever, and that they will not sell, assign or underlet the said premises or any part thereof or assign this lease, without the written consent of the first party, under a penalty of a forfeiture of all their rights under the lease at the election of the first party.

It is further agreed that if any installments of rent shall at any time be due and unpaid under the terms hereof, or if default be made in any of the covenants of second parties hereunder, or if second parties shall leave or threaten to leave the leased premises prior to the expiration of the full term of this lease the balance of the whole amount of the rent for the full term of this lease shall forthwith become due and payable and first party shall have a lien therefor upon any and all property taken or kept or used on the premises at any time during the term hereof, whether said property is exempt from execution or not; and first party shall in case of such act by or default of second parties, or of either of them, or at the termination of this lease, have the right to the immediate possession of said premises and may re-enter and re-possess the same, and second parties waive all prior demand for rent or possession and all notices of election and forfeiture. In any action for rent or to enforce any provision of this lease second parties will pay reasonable attorney's fee for first party's attorney, and any justice of the peace shall have jurisdiction thereof to any amount up to $300.00.

It is further agreed that all damages, costs and expenses to first party hereunder shall be considered as rent and that first party shall have a lien therefor on all property kept or used or taken on said premises during any part of the term of this lease and whether exempt from execution or not.

First party may enforce his lien provided for under the terms of this lease whether for rent or damages or other expense by attachment, or by taking possession of any or all of the said property taken or kept or used on said premises during this lease, and may remove all or any part thereof and sell the same at public auction without personal notice or appraisement after posting three days notice of time and place of sale at the Court House in the County wherein said leased premises are situated, which sale may be adjourned from time to time, the proceeds to be first applied toward the expense of taking, keeping, advertising and selling said property, including any claim for damages incurred therein and fees for first party's attorney, and next to the payment of the unpaid rental or any other liability or indebtedness secured hereby, the surplus, if any, to be paid to second parties.

BURLINGAME CO., BURLINGTON, 52627

Second parties expressly exonerate and hold first party blameless for any and all claims for damage, trespass or error in any manner caused by first party in taking, keeping or selling any of said property of second parties.

It is expressly stipulated that there are no verbal agreements between the parties hereto and that this writing expresses the full agreement between them, and that all subsequent agreements between said parties must be in writing and signed by them to be of any validity whatever.

It is understood and agreed that the improvements and installations, to be placed on said real estate by the Lessees to constitute the said car wash shall be and remain the property of the Lessees and they shall pay the Taxes thereon. It is further agreed that the Lessees shall pay the real estate taxes hereafter assessed on the real estate above described, as a part of the rental therefor.

It is agreed that the Lessees shall have the right to remove any improvements and installations made on said real estate at the end of the rental term.

Except as such improvements and installations are subject to lien of the first party for rent, damages, costs and expenses as provided by law or under the terms of this lease.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties to this lease.

WITNESS the hands and seals of the parties aforesaid the day and year first above written.

Gerald Anderson or G. H. Anderson
Gerald Anderson (First Party)

John Headrick
John Headrick
Gary Headrick
Gary Headrick (Second Parties)

STATE OF IOWA, COUNTY OF WARREN SS.

On this 28 day of March A.D. 1968, before me Thomas H. Lippold a Notary Public in and for the county of Warren, State of Iowa, personally appeared Gerald Anderson, John Headrick and Gary Headrick 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.

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

NOTARIAL SEAL

Thomas H. Lippold Notary Public
in and for Warren County, State of Iowa