FARM LEASE

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THIS CONTRACT WITNESSETH: That Floyd L. Wilson and June L. Wilson (husband & wife) hereinafter called Lessor, in consideration of the agreements herein made by Harold Hogendorn and M. Jane Hogendorn his wife, of Madison County, Iowa, hereinafter called Lessees does hereby lease unto said Lessees the following described real estate situated in Madison County, Iowa, to-wit:

Commencing at the Southeast corner of the Southeast Quarter of Section Fourteen, in Township Seventy five North, Range Twenty-six West of the 5th P.M. Madison County, Iowa and running thence West 18 rods, thence North 26&2/3 rods, thence East 18 rods, thence South 26 & 2/3 rods to the place of Beginning.

together with all the improvements and buildings thereon, from September 1, 1972 to September 1 1973

Said lessees, in consideration of the foregoing lease, do hereby agree with said lessor to pay rent thereon as follows, to-wit: Cash rent of $1300.00, payable: $125.00 9-1- 1972 and $125. the first day of each month thereafter and $____ ____ 19____ at Norwalk Cumming St.Bnk.New Virginia Iowa. Plus grain rent as follows:

One-half of all corn raised on the above premises, delivered in crib; plus _____ of all small grain raised on said premises in bin; plus _____

Lessees further agree that the lessor shall have the landlord's lien as provided by law and in addition thereto shall have a chattel mortgage lien upon all of the property of lessees that is now or may hereafter be used or kept by lessees upon said premises, whether the same be exempt from execution or not. Lessees agree that they will use said premises as a residence and for no other purpose whatever, whether lawful or unlawful. That they will not sell, assign, underlet or relinquish said premises. That they will not bring or keep or permit to be kept thereon any article that will increase the rates of insurance or void any insurance now thereon or that may be placed thereon. That they will use all due care and diligence in guarding said property, including the buildings, gates, fences, vines, shrubbery, etc. from damage by fire, persons or animals. That they will keep the same in as good repair as they are now in or may at any time be placed by lessor; damage by superior force, inevitable necessity or fire from any other cause than lessees' carelessness or carelessness of persons of lessees' family or persons in lessees' employ excepted; and lessees expressly agree to be responsible for any carelessness or negligence of themselves or members of their family or persons in their employ.

Time is of the essence of this contract and no evidence shall be competent to show a change hereof unless the same be in writing and lessor is not to be held liable to improve said premises except as herein stipulated nor held for damages suffered by lessees from any cause whatever; and it is agreed that lessor, at the expiration hereof or upon a breach by lessees, may, without notice, reenter and take possession of said premises and he may recover possession by forcible entry and detainer for non-payment of rent or any of said causes.

Lessees agree to farm said land in a good husbandlike manner and keep the fence rows mowed and cockleburs and all noxious weeds cut and destroyed before they mature and seed; and to haul out and scatter on the premises where most needed all manure accumulated thereon during their occupancy of said land; and permit lessor or his agent to come upon the premises at all reasonable times to observe the same and show the same to prospective buyers and make needed repairs.

Lessees further agree that in the event any of the payments of cash rent are not paid when due or if lessees fail to carry out any of the terms of this lease or if lessees attempt to remove any of the grain or personal property, on which this lease is a lien, from the above premises prior to the payment of the rent in full, or if lessees abandon said premises or if lessees assign or sub-let the above premises, then, and in those events or any of said events, all of the rent herein provided for shall at once become due and payable without notice to lessees. Further, that at any time lessor deems himself insecure, that he can declare the full amount of the rent due and payable. Any Justice of the Peace may have jurisdiction herein in any amount up to $300.00. In case of action on this lease, lessees agree to pay statutory attorney fees. Lessees further agree, at the expiration of this lease or upon their failure to perform any of the aforesaid agreements, to quit and surrender the possession and occupancy of said property in as good condition as reasonable use and natural wear and decay will permit, and in case they fail to quit and surrender the said premises as aforesaid, they agree that for each and every day they shall so fail, neglect or refuse to surrender said premises to pay as rent to said lessor the additional sum of $5.00 per day rental and that this lease shall stand as security therefore.

If the lessor herein is a fiduciary, this lease is entered into subject to the approval of the court and shall not be binding on said fiduciary unless approved by the court.

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee $2.50 I.M.M.

Witness our hands this 26th day of August 1972

Floyd L. Wilson
Floyd L. Wilson

June L. Wilson
June L. Wilson Lessor.

Harold Hogendorn
Harold Hogendorn

M. Jane Hogendorn
M. Jane Hogendorn Lessees.

STATE OF IOWA Warren County ss:

On this 26 day of August A. D. 1972, before me, a Notary Public in and for said County and State, personally came Harold Hogendorn & M. Jane Hogendorn & Floyd L. Wilson & June L. Wilson to me personally known to be the identical persons named and who executed the foregoing instrument, and acknowledged the execution of same to be their voluntary act and deed.

Ben Leckler
Ben Leckler Notary Public in and for said county.