IOWA STATE BAR ASSOCIATION
Official Form No. 14. (Revised Dec. 23, 1956) (Trade-Mark Registered, State of Iowa, 1967)

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

COMPARED # 761 Filed June 1, 1971 at 4:20 P.M. 1
Mary E. Welty, Recorder

FARM LEASE—CASH OR CROP SHARES

Fee $6.50

THIS LEASE, made and entered into this 14th day of April, A. D. 19 71, I.M.M.
by and between (1) Warren R. Sheriff and Marvyle M. Sheriff, husband and wife, (2) hereinafter referred to as Landlord, and (3) Herbert Patience and Harold Johnson of Earlham, Iowa 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 (4) Madison County, Iowa, to-wit: (5)

The West one-half (W½) of the Southwest One-Quarter (SW¼) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Iowa

less the buildings, yard areas and feed lots which are hereby reserved by the Landlord as provided by Paragraph 32(a) of this lease.

and containing (6) 75 of tillable land acres, more or less, to have and to hold the same to Tenant from the 10th day of April, 1971, to the (7) 29th day of (8) February, 1972. 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 (9) Earlham Madison County, Iowa, or at such other place as he may from time to time direct, as follows:
(10) Annual cash rent of Two Thousand Six Hundred Twenty-five ($2,625.00) Dollars to be paid in cash in advance at the beginning of the term stated above. This rent is based upon the 75 acres, more or less, of tillable land which is leased to Tenant.

~~2. To prepare such ground and to plant such crops as may be designated and directed by landlord and as indicated by explanatory sketch or diagram of crops and acreage therefor now and from year to year proposed by one party and approved in writing by the other.~~

~~3. To farm said premises in a husbandlike manner and in accordance with the terms of the lease, to cut the best crops possible upon the above tillable soil and not to break new permanent pasture.~~

~~4. To keep said premises in repair, and to keep all buildings, fences and tile now on said premises, or hereafter placed thereon, in as good repair as they now are, reasonable wear and tear excepted, and failing so to do, Landlord may enter upon said premises, by himself or agents, and properly care for or harvest said crops and charge the cost thereof to Tenant, as part of the rental herein, and to account.~~

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 notice on or before November 1, as provided by law (Section 562.7 I.C.A.), unless by express agreement, the parties provide the same notice at an earlier time, as follows: (11) November 1, 1971, as provided by law

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 $ (12) 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, excusable or insurable loss by fire, inevitable accidents and ordinary wear excepted.

~~Tenant shall not assign this lease or sublet said premises or any part thereof without the written consent of Landlord.~~ (13)

8. **CARE OF SOIL.** Tenant shall haul out and distribute upon the poorest tillable soil on said premises (except as may be otherwise directed by Landlord), all the manure and compost suitable to be used, whether on said premises at the beginning of this lease or accumulated during the term thereof; and further he shall not haul or remove any straw from said premises, nor burn any straw, stalks or stubble thereon. All straw shall be the property of the Landlord, unless otherwise herein expressly agreed, but Tenant may use same on premises for the farming operations.

9. **FERTILIZER, LIME AND CHEMICALS.** Commercial fertilizer, as required by good husbandry, shall be furnished (14) 0 % by the Landlord and (15) 100 % by the Tenant. Such fertilizer applied with oats seeding shall be deemed to be used that year and the next following year. If Tenant does not stay on the farm the next year, he shall be reimbursed one-half of his cost of the fertilizer material used on the oats field. Lime, as required by good husbandry, shall be furnished (16) 0 % by the Landlord and (17) 100 % by the Tenant. Lime shall be deemed to be used in a five-year period, and Tenant shall be reimbursed for his actual cost thereof to the extent of the unused portion at the time he removes from the premises. Chemicals, as required by good husbandry for weed or borer control and crop pests, shall be furnished (18) 0 % by the Landlord and (19) 100 % by the Tenant. Tenant agrees to furnish, without cost, all labor and equipment with the application of fertilizer, lime and chemicals.

10. **COST OF COMBINING AND SHELLING OF CROPS AND CLEANING OF SEED.** Such expenses shall be borne ~~by the landlord~~ (20) by the tenant

10½. **FARM MACHINERY AND EQUIPMENT,** as necessary shall be furnished at the expense of, and by (21) the tenant

11. **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.

12. **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 2, 4-D.

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13. **FURNISHING SEED.** Seed shall be furnished ~~XXXXXX~~ by the tenant (22)

In case any sweet clover, timothy, alfalfa or other grass crops are harvested for seed, Landlord is to receive _____% (23) of all seed free of expense to Landlord, but Landlord shall make reasonable adjustment on cash rent if seed is harvested from cash rent land.

14. **DOWN CORN.** If a mechanical corn picker is used, Tenant agrees to go over each field carefully immediately after corn has been harvested and gather any corn that may have been left and account for rental share in corn or cash settlement.

15. **LANDLORD'S RIGHT OF ENTRY.** Landlord reserves the right to plow the stubble ground when Tenant may have cut the Landlord's grain grown thereon, and further, 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 purposes as Landlord.

16. **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 Tenant shall 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 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.

17. **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.

18. **DELIVERY OF LANDLORD'S GRAIN.** Tenant without cost to Landlord, shall deliver Landlord's grain, when requested by Landlord, from time to time, to the elevator, at _____ (24), Iowa, or elsewhere as directed by Landlord, at no further distant point.

19. **LANDLORD'S STORAGE SPACE.** Landlord reserves _____% (25) of the crib and granary space for storage of rent share crops.

20. **LANDLORD'S LIEN AND CONTRACT LIEN.** 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 the state exempting 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 lien 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 provided by law for the recovery of rent, or from the termination of this lease, because of Tenant's default in its performance.

21. **REPAIRS.** Tenant shall keep said premises, including the hedges and fences, in proper repair, provided that Landlord shall furnish necessary material, that he or his agent consider needful to repair said premises within a reasonable time after being notified, and Tenant shall haul said material to said premises without charge.

22. **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 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.

23. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of Landlord without first obtaining his written order. No mechanics liens shall attach to said premises by virtue of Tenant.

24. **PARTICIPATION IN GOVERNMENT PROGRAMS.** Participation of this farm in any offered program by the U. S. Department of Agriculture for crop production control or soil conservation and the observance of the terms and conditions of same shall be at the option of Landlord. Division of Government payments thereunder shall be 50-50 unless otherwise agreed between these parties, as follows: all benefits to belong to the Tenant (26)

25. **WELL, WINDMILL AND WATER SYSTEM.** Tenant agrees to keep the well, windmill and water system in good repair at his own expense, except in case of severe windstorm damage or complete destruction which cannot be attributed to his neglect. No guarantee either expressed or implied is made by Landlord for any continuous and adequate water supply.

26. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be a customary method and chosen by Landlord.

27. **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 sums 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).

28. **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 its terms and provisions, unless changes are reduced to writing and signed by both parties.

29. **DELAY IN GIVING POSSESSION.** If Landlord is unable with due diligence, to give Tenant possession at the beginning of the term hereof, the cash rent only shall be rebated on a pro rata basis as to time, until possession can be delivered, which rebated cash rental shall be accepted by Tenant as full settlement of all damages occasioned by said delay; and if possession cannot be delivered within 15 days after the beginning of the said term, either Landlord or Tenant may thereupon terminate this lease by giving the other party notice of such termination.

30. **TELEVISION.** Tenant shall have the right to install and remove television antenna on said premises and shall be liable for any and all damages occasioned thereby, but Tenant shall deposit $ N/A (27) with the Landlord before any installation of television antenna upon said premises as security for damages to the premises and the expense of removal thereof at the termination of his lease.

31. 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.

32. **ADDITIONAL PROVISIONS.** By express agreement, the following special provisions are made a part of this lease: (28)

~~(a) Landlord owns the buildings and yards except as to feed lots~~
~~The land leased is 75 acres of tillable land~~
~~(b) The tenants jointly are granted the option to purchase the entire 80 acre tract herein before described according to the terms of a real estate contract, a copy of which is attached hereto marked Exhibit "A".~~

SEE SHEET ATTACHED

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

Herbert Patience
(3) Herbert Patience

Harold Johnson
Harold Johnson **Tenant**

Warren R. Sheriff
(2) Warren R. Sheriff

Marvyl M. Sheriff
Marvyl M. Sheriff **Landlord**

STATE OF IOWA, Madison COUNTY, ss:

On this 4 (29) day of April, A.D. 19 71, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Warren R. Sheriff and Marvyl M. Sheriff (2)

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.

Merlyn L. Hammond
Merlyn L. Hammond, Notary Public in and for the State of Iowa

County of Polk

1(Numbered paragraph 2 above). As to the desirability of this paragraph under certain circumstances, consider "The Farm Operation Agreement—Partnership or Lease," by Gene L. Needles and Edward R. Hayes, 6 Drake Law Review 37, at page 50, middle: "Social Security Problems in Farmers' Retirement Planning," by Francis Fitzgibbons, Program of Annual Tax School of the Iowa State Bar Association (1957) page 117; News Bulletin of Iowa State Bar Association, Ocober 1956, page 3; and News Bulletin, February, 1957, page 1.

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

STATE OF IOWA, Madison COUNTY, ss:

On this 15th day of April, A. D. 19 71, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Herbert Patience and Harold Johnson

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

Lewis H. Jordan Notary Public in and for the State of Iowa

IOWA STATE BAR ASSOCIATION
Official Form No. 11 (Trade-Mark Registered, State of Iowa, 1967)
F-8622 This Printing, September, 1969

(Section 558.39, Code of Iowa)

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32. (a) Landlord reserves the buildings and yard areas, and all feed lots. The land leased is 75 acres of tillable land.

(b) The tenants jointly are granted the option to purchase the entire 80 acres tract herein before described according to the terms of a real estate contract, a copy of which is attached hereto marked Exhibit "A". Tenant shall give landlord written notice of tenants' election to exercise this option prior to November 1, 1971. In the event tenants exercise their option to purchase, the cash rent paid at the commencement of this lease shall be credited on the purchase price.

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

CAVEAT: Seller should determine the impact, if any, of Federal Regulations as to Consumer Credit Cost Disclosure upon this particular transaction.

REAL ESTATE CONTRACT (SHORT FORM)

1

It Is Agreed between Warren R. Sheriff and Harriet M. Sheriff, husband and wife of Madison County, Iowa, **Sellers**, and, Herbert Pattence and Harold Johnson 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:

The East one-half (E½) of the Southwest One-Quarter (SW¼) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Iowa

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

1. **TOTAL PURCHASE PRICE** for said property is the sum of Thirty-six Thousand and no/100---------- Dollars ($36,000) of which Twenty-six Hundred Twenty-five and no/100---------- Dollars ($ 2625) 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:

$ 16,294.82, on or before March 1, 1972, and $ 18,035.18 by buyers assuming a certain real estate mortgage to the Federal Land Bank, dated May 3, 1966 and recorded May 3, 1966 at Book 112 page 63, on which there is owing a balance of $ 18,035.18 which buyers assume and agree to pay.

It is understood and agreed between the parties hereto that sellers are the owners of stock in the Federal Land Bank having a value of $955 which stock shall be transferred to and become the property of buyers.

H.J.
W.R.S. M.M.S.
H.R.

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 all of the regular taxes assessed for the year 19 71, against said property, payable in the year 19 72, 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.

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before March 1, 19 72.

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 $---------- 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 any 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, pumps jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except

Exhibit "A"

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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.

11. **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.

12. **"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.

13. (Here add further terms or provisions)

Sellers agree to keep all buildings, fences and improvements in as good a condition as they presently are, normal wear and tear excepted, until date of possession. In the event sellers receive any awards or settlement for condemnation or threatened condemnation for the improvement of the road adjacent to said real estate, the purchase price of $36,000 shall be reduced by the amount of said award or payment to sellers.

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__.

Herbert Patience	Warren R. Sheriff
Harold Johnson **BUYERS**	Marvyl M. Sheriff **SELLERS**
Buyers' Address	**Sellers' Address**

Please type or print names under signatures as per Code Section 535.2

STATE OF IOWA, ___ COUNTY, ss:

On this ___ day of ___, A. D. 19__, before me, the undersigned, a Notary Public in and for the State of Iowa, 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 the State of Iowa.

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Real Estate Contract (Short Form)

TO

Entered for taxation the ___ day of ___, 19__

___ Auditor

By ___ Deputy

Filed for record the 1st day of June, 1971 at 4:20 o'clock P. M., and recorded in Book 101 of Deeds, on page 489

of Madison County Records.

Mary E. Welty Recorder

By ___ Deputy

Fee $6.50

WHEN RECORDED RETURN TO

W. J. & O.

DEED RECORD 101, PAGE 493