William A. Sawhill To G. E. Lawr & wife

#594

Fee $2.50

Filed for record the 28 day of April A.D. 1969 at 2:30 o'clock P. M.

Mary E. Welty, Recorder

LEASE - CITY

THIS AGREEMENT made this 18 day of April A.D. 1969 by and between William A. Sawhill of the city of Truro, County of Madison and State of Iowa, party of the first part, and C. E. Lawr and wife, Mrs. G. Lawr of the same place, party of the second part, witnesseth:

The party of the first part hereby leases to the party of the second part the following described premises situated in said county, to-wit:

Lot Eleven (11) Block Eight (8), Original Town of Truro, Iowa.

for the term of One Year from and after the 1st day of May 1969 in consideration of the following covenants and agreements made by the party of the second part to be kept and performed.

1. To pay the party of the first part at his home in Truro, Iowa for use of said premises, the monthly rent of Twenty-five ($25.00) dollars, to be paid $75.00 in advance upon the execution of this lease and $25.00 in advance on the 1st day of June and of each month thereafter, during the continuance of this lease, with seven per cent interest upon all unpaid rent from maturity thereof.

2. To use said premises for a retail store for the sale of paints, floor covering, decoration items and other similar goods and products and for the sale and servicing thereof and no other purpose.

3. Not to permit any unlawful business to be conducted thereon.

4. Not sell or assign this lease or underlet said premises; or any portion thereof, without the written consent of the party of the first part.

5. Not permit or allow the same to be damaged or depreciate in value by act of negligence of his or his employees in any manner whatever.

6. To use proper care and diligence in taking care of the same.

7. At the expiration of this lease, to surrender the possession of said premises to the party of the first part without further notice to quit; and in as good repair as the same are now or may hereafter be placed, unavoidable wear or damage by fire, caused without fault of the party of the second part, excepted - - -

8. To pay for the water used on said premises to the Water Company, and to keep the water turned off and protected so as to prevent freezing and bursting of the water pipes and to keep the faucets closed so as to prevent waste or flooding of saidpremises by water from water pipes in said room or building, and be responsible to the party of the first part for all damages done or permitted to said room or building, by neglecting so to do, and to repair all damages to said pipes caused by neglect to care for them as above provided and, also to be responsible for any damages or injury occasioned by such neglect to the property of any tenant of said party of the first part in said building, and the first party is not to be responsible for any loss, damage or injury occasioned by the neglect or failure of any tenant or leasee of any portion of said building in relation to the water pipes or faucets in the rooms or under the care of said other tenant.

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9. To not allow ashes, rubbish, manure, tin cans, or trash of any kind to accumulate on said premises, nor in the streets and alleys adjacent thereto, and to promptly remove the same therefrom; and not allow anything to be thrown into the waste pipes leading from sinks or water closets to the sewer which will clog any of them, and to repair any damage done to the same, and not to throw rubbish, tin cans or refuse from the kitchen into the privy vault, and not drive nails into the walls, nor otherwise injure or deface the same, and to replace all broken glass, and to repair all damages done to any part of said leased premises and to leave the same in a clean and presentable condition upon removal therefrom; and to comply with the ordinances of said city relative to the sanitary conditions of said premises and the removal of snow and other obstructions from the sidewalks.

10. To give to the party of the first part, in addition to the lien given by law, a lien upon all property being kept, used or situated upon said leased premises, whether such property is exempt from execution or not, for the rent to be paid by this lease, and for any damages sustained for any breach thereof, said lien to continue for six months after the expiration of the term if the rent is not so paid.

11. That any failure on the part of the party of the second part to comply with any of the terms and conditions of this lease shall make the whole amount of the rent for said term due and the party of the first part may proceed to collect the same, or at the election of the party of the first part any such failure shall work a forfeiture of this lease, and all the rights of the party of the second part thereunder, and the party of the second part upon notice of such election, shall within three days thereafter, quit and surrender said premises without further notice, and the party of the first part may recover the possession thereof by action for forcible detainer.

12. The party of the second part further agrees that upon a failure to comply with any of the covenants and conditions of this lease, and suit should be brought for damages on account thereof, or to recover possession of said premises, to further pay the party of the first part reasonable costs and expenses incurred in prosecuting said suit or suits, including attorneys fees which said costs, expenses and attorney's fees shall be a lien on the property and effects of the party of the second part kept and being used or situated on said premises, as fully and to the same extent as the rent is a lien thereon as above provided and agreed to.

13. That said party of the first part, at reasonable hours, may enter the dwelling and premises to inspect the same, or show the property to persons desirous of purchasing or leasing.

14. - - -

15. Second party shall have the right to repair and decorate, paint or improve said building at their own cost and expense without any obligation on the part of First party and Second party warrants and agrees that any expense which he may incur in the decoration or the improvement of said building will be paid at the time of the decoration or improvement to the end that there will be no outstanding accounts which may be filed as a Mechanic's Lien against said building, and if there are accounts for material or repair unpaid for a period of more than 30 days this lease shall terminate at First party's option. Second party shall not make any major repairs or alterations to said building without the written consent of First Party. Any material used by Second Party in the improvement or decoration of said building shall immediately become the property of First Party and shall remain as a part of said building upon the termination of this lease.

The two month's rent which will be paid in advance and which will be held by First Party shall be returned to Second Party upon the termination of this lease or will be

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applied by FirstParty to any unpaid rent or unpaid accounts for improvements or utilities. Second Party shall have the right to terminate this lease at any time during its term upon giving to First Party a 60 day written notice of their intent to terminate said lease.

During the term of this lease Second Party shall have the option to purchase said building at a price of $2500.00 payable in cash upon tender of said purchase price First Party agrees to give to Second Party a merchantable abstract of title together with a sufficient deed of warranty conveying said premises free and clear of all liens and encumbrances except any liens and encumbrances which may be on said building or on said real estate created by Second Party. This option shall extend for One (1) Year from May 1st, 1969, or during the continuance of this lease and if this lease is terminated by Second Party or by operation of law for Second Party's failure to comply with the terms thereof the option to purchase said real estate shall thereupon terminate.

The 30 day provision herein for the payment of any debts for improvements or repairs does not apply to merchandise purchased for the purpose of resale.

It is understood that First Party is carrying $1800.00 insurance on the building situated on the above real estate. In the event of the destruction of said building by fire, high winds or tornado, First Party will be under no obligation to replace said building and said lease will terminate at once; however, if Second Party elects to repair said building or to purchase the real estate upon which the building is located First Party will give credit to Second Party for the insurance which he receives and Second Party may exercise his option to purchase said real estate for the $2500.00 agreed upon.

In Witness Whereof, the said parties have hereunto subscribed their names and the date first above written.

William A. Sawhill
William A. Sawhill, First Party

G. E. Lawr
G. E. Lawr, Second Party
Mrs. G. E. Lawr
Mrs. G. E. Lawr, Second Party

STATE OF IOWA MADISON COUNTY) SS:

On this 18 day of April, 1969, before me, M. S. Creger, a Notary Public in and for the County of Madison, State of Iowa, personally appeared William A. Sawhill, G. E. Lawr Mrs. G. E. Lawr to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

M. S. Creger Notary Public
in and for Madison County
My commission expires July 4th, 1969.
M. S. Creger