5-15-1973 #780

3

ELDRIDGE FARM LEASE—(Revised) Form 266-A

(Chap. 560 and 562, Code of Iowa) KLIPTO MASON CITY, IOWA.

THIS INDENTURE, Made and entered into this 1st day of March A. D. 19 73

by and between Lila Knosby and Joe Knosby (husband and wife) party of the

first part, and Joe Krieps of Wesley, Iowa 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 leased to the second party the following described land, to-wit:

A 740 acre parcel, more or less, owned by the Knosbys located in Sections 4, 5, 8 and 9, Crawford Township, Madison County, with the following exceptions: The first party reserves the farmstead, roads & lanes, to gain access and the area that is seeded around the same; waterways, ponds and the adjacent seeded areas to the ponds. The second party is given the right to use the two steel bins for storage until 3/1/74 and the use of the water system to do field spraying when needed with the right of ingress and egress, so long as this is done in an orderly manner.

in the County of Madison and State of Iowa, containing

740 acres, more or less, to have and to hold the same to

the second party from the 1st day of March 19 73 XXXX to the

until the respective crops are picked or combined, so long as it doesn't interfere with the 1974 crop day of , 19 . And the said party in consideration of the leasing 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:

$4,500.00 to be paid 3/1/73 and $17,700.00 to be paid November 15, 1973 at a place directed by the first party on November 15, 1973.

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 the second party, loss by fire or 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 time he may continue in 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 agrees not to bring mortgaged property on the premises, agrees not to pasture new seedling, and covenants to farm said premises in a good farmlike manner, and to raise the greatest amount of grain thereon the nature of the soil and the 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. That he will commit no waste and suffer no injuries to be done to the premises, but to properly care for and protect all buildings, keeping all doors fastened open or closed, and if any window panes are broken to replace same with whole glass.

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 accumulated during the term thereof and further not to haul or remove any straw or fodder 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 at or may be hereafter planted upon the premises, from injury by plowing or from cattle or any other stock, and further to keep said premises free from brush and burrs and Russian 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 necessary ditches and drains plowed and cleaned out during the continuance of this lease.

V. The second party shall keep said premises, including the hedges, fences, and other improvements 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 crops grown or 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 crop 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 second party shall sell or attempt to sell said crops 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 the 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 crop or wherever the same may be found, and to remove the same and to sell the same or any part thereof, or if the same shall not be sufficiently matured for harvesting or gathering, cultivate the same, and to preserve or protect the same until it shall be fit, and then to harvest or gather or sell the same or any part thereof at private or public sale, and to 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 representatives 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, receivable as rent. Past due rent to bear interest at the rate of 7 percent per annum.

IX. The second party hereby waives and relinquishes all right 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 or distress for rent, said first party shall have, upon the terms of this lease in addition to the lien given him by law, a lien upon all personal property owned by said 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 first party $ per acre therefor.

XI. The second party also agrees to pay and discharge all costs and attorney's fees, or any expenses 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 the crops growing or in stock, 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.

XII. It is also expressly agreed that this lease may be terminated at option of lessor if second party, any member of his family, or employees, shall keep, manufacture or sell intoxicating liquors in violation of any state or federal law.

XIII. It is also expressly agreed that if second party for any reason fails to pay any installments of rent promptly when same shall become due, that the entire balance or rent due for the term shall become immediately due and payable at the option of first party

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

Joe Knosby

Lila Knosby

(Witness for Party of the First Part)

Jan Krieps

(Witness for Party of the Second Part)

Jan Krieps

Time Stamp on pg 2

For Assignment of Annexed Lease To Agr. - Eldridge, See Deed Record 72 Page 152

XIV.

The first party shall receive full possession of each field,as soon as it is combined or picked,to prepare the ground for the 1974 crop or to construct any improvements in the field that they might choose to do. The second party agrees not to use any atrazine on any of the acres covered under this agreement. All acres diverted for the 1973 feed grain program will either remain seeded or will be seeded with the grass and legume seed to be furnished by the first party. These acres will be clipped periodically to control annual weeds. The second party will receive all of the 1973 feed grain payment. The second party is given the right to sub-lease, if he so desires, any acres that are presently seeded.

XV.

XVI. That in case of sale of said premises during the occupancy of said second party, and purchaser should desire possession, said second party hereby agrees to give up to the said purchaser said premises at once on payment to him of a fair and reasonable compensation therefor, and if he and purchaser cannot agree as to the amount of such compensation, it shall be left to three disinterested appraisers, of whom said second party shall choose one, and purchaser one, and these two shall choose a third one. Their decision shall be final as to the amount to be paid by purchaser to said second party.

The above paragraphs are made a part of this lease.

Joe Knosby
Lila Knosby

CERTIFICATE OF ACKNOWLEDGMENT—Individual

STATE OF IOWA, County of Warren ss.

On this 1st day of March A. D. 1973, before me, Donald Knudsen

a Notary Public in and for the County of Warren, State of Iowa, personally appeared Joe Knosby & Lila Knosby

to me known to be the identical person..... 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.

Donald Knudsen

Donald Knudsen

Notary Public in and for Warren County, State of Iowa

CERTIFICATE OF ACKNOWLEDGMENT-Individual

STATE OF IOWA, County of Wright ss.

On this 1st day of March A.D. 1973, before me, Robert L. Locke a Notary Public in and for the County of Wright, State of Iowa, personally appeared Joe Kreips to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his 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.

Robert L Locke

Robert L. Locke, Notary Public in and for Wright County, State of Iowa.

DRIDGE FARM LEASE

FROM

TO

....., 19....

ires

TERMS OF PAYMENT

COMPARED

FILED NO. 280
BOOK 30 PAGE 150

1973 MAY 15 PM 4:04

MARY E. BRICKER
RECORDER
MADISON COUNTY, IOWA

Fee #1.50
Supp.
O. K.