RECORD 30

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BOOK 30 PAGE 200
1973 AUG 14 AM 10:25
MARY E. WELTY
MADISON COUNTY RECORDER
Winterset, Iowa 50273

6-25-70 mp 200

CITY LEASE—Short Form

Form 186-B

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THE FOLLOWING LEASE Made, and entered into this 25 day of June, 19 70

between First United Presbyterian Church of Winterset, Iowa, of the first part

and Jerome Wright of the second part.

WITNESSETH: That the said first party has this day, in consideration of the covenants of the second party hereinafter contained, leased unto party of the second part the following described premises, to-wit:

The entire first floor and basement of the building situated on the North Half of the South Two-thirds of Lot Two (2), Block Eighteen (18), Original Town of Winterset, Madison County, Iowa.

Second party agrees to rent said premises for the term of five years ~~months~~ commencing on the 1st day of January, 19 70, and ending on the last day of December, 19 74, at the monthly rent of 85.00, payable $255 on January 1, 1970, and $255 on ~~January~~ April 1, July 1, October 1 and January 1 of each year during the term of this ~~year~~ lease, with attorney's fees in case of suit.

Lessee agrees to give up said premises at the end of this lease in a good repair as they now are, ordinary wear and destruction by fire excepted. The premises to be used as a retail store. Lessee agrees to use said premises or any part thereof, for no unlawful purpose, and not sell, assign, underlet or relinquish said premises or any part thereof, without the written consent of lessor, and in case he does, lessor may, at his option, declare this lease terminated and take immediate possession.

Lessee agrees to use due care and diligence in guarding said property and use the same, as a reasonably careful man does his own. Lessee agrees, at the expiration of this Lease, to surrender said premises to lessor without notice.

It is agreed that the rent and damages to property shall be a lien upon all the personal property and other chattels brought on said premises, whether exempt or not, and the costs and expenses of collecting shall also be a lien upon said property in case of suit. If there is default in the payment or rent or in any of the covenants herein contained lessor may, at his option, in addition to his right to enforce specific performance of the term of this contract, proceed to recover possession in any action authorized by law. Lessor to make no repair except as agreed in this lease. And it is further agreed:

Lessee shall have the option to renew this lease for an additional term of five years beyond the expiration date herein stated under the same terms and conditions as embodied herein, except that the monthly rent shall be $90.00, providing Lessee shall notify Lessor in writing of his intention to renew said lease at least thirty (30) days before the expiration of said primary term.

In witness whereof the said parties have hereunto subscribed their names on the above date.

Attest: ..... FIRST UNITED PRESBYTERIAN CHURCH, WINTERSET, IOWA By Arlis E Smith, Lessor

Jerome Wright
Jerome Wright, Lessee

CERTIFICATE OF ACKNOWLEDGMENT—Individual

STATE OF IOWA, County of Madison ss.

On this 14 day of August A. D. 19 73, before me, Martha K. Paton, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Jerome Wright

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.

Martha K Paton

Notary Public in and for Madison County, State of Iowa.

NOTARIAL SEAL

CERTIFICATE OF ACKNOWLEDGMENT—Corporation

STATE OF IOWA, County of ..... ss.