Timestamp on page 2 9-8-1970 #1142

FARM LEASE—No. 53

This Article of Agreement:

Made and entered into this 1st day of July A. D., 1970, by and between (1) Jake Huff and Elsie Huff, or survivor of the county of Madison and State of Iowa, of the first part and (2) Larry E. Huff and Sharon L. Huff of the second part; WITNESSETH: That the said party of the first part has this day leased unto the said party of the second part the following described premises in Madison County, Iowa, to-wit:

The SW¼ of Sec. 11; the SE¼SE¼, the SW¼NW¼SE¼, and 5 acres described as follows: beginning 40 rods E. of the SW corner of the NW¼SE¼ of Sec. 10, and running thence E. 45 rods, thence N. 17.75 rods, thence W. 45 rods, thence S. 17.75 rods to the place of beginning, of Sec. 10; all in Township 74 North, Range 28, (excepting therefrom the following described real estate which has been conveyed to the State of Iowa for road purposes and for use as a Public Highway, to-wit: Commencing at the SE corner of Sec. 10-74-28, which is the (*over for balance of description)

Together with all the buildings and improvements on the same for the term of until the 1st day of March, A. D., 1971

For the rent of said premises, the said party of the second part hereby agrees to pay to the said party of the first part from July 1, 1970 Second Party is to pay as rental the sum of $1575.00 on or before March 1st, 1971 and in addition one-fourth the 1970 calf crop proceeds as additional rental. This lease shall run for year to year thereafter commencing March 1, 1971 for the sum of $3150.00 cash rent, said rental to be paid on or before the 1st day of March of the following year, for a period of five years until the 1st day of March, 1976. Second Parties to have the option to purchase the above described real estate for the sum of $42,000.00 at any time during the term of this lease.

First Parties shall not be required to furnish any grass seed, fence repairs or any improvements of any kind or nature to said real estate and their only obligation will be to pay the taxes thereon.

All of said farm now in cultivation to be well cultivated by the second party. And the said party of the second part, covenants not to sell, assign, underlet, or relinquish said premises without the written consent of the first party, under penalty of a forfeiture of all rights under this Lease, at the election of the first party, and that second party will guard said property from all damages; and will keep the same in as good repair as the same now are, or may be at any time placed by the first party, or as often as the same shall require it, and at the expiration of this lease, or upon a breach by the second party, of any of the covenants herein contained will, without further notice of any kind, quit and surrender the possession and occupancy of said premises, in as good condition as careful use and natural wear and decay thereof will permit.

No meadow or pasture land to be plowed without written consent of first party. No straw to be removed from or burned on said premises. First party reserves the right to enter said premises at any time, personally or by his agents, to fall plow the stubble ground thereon, to make any improvements or for any purpose whatever providing he does not injure crops of second party by so doing. Second party agrees to pull or cut all cockleburs and other noxious weeds on said premises by the middle of August of each year during the life of this Lease and mow the highways and failing so to do first party may proceed to hire the same done at the expense of second party and such expenses shall become a lien upon the property of said second party. Second party is to haul out all manure on said premises, in summer and fall, and place it where first party desires. The first party reserves all power and right under this Lease to declare said Lease at an end, and reserves the right to take possession at any time he may elect upon non-payment of rent when due, or failure of second party to keep the property in as good condition as expressed in this Lease. Second party gives to first party a valid first lien on any and all goods and chattels of every kind used or kept on the leased premises, waiving all exemption laws of Iowa, and the same may be enforced with the landlords lien given by law and in the same manner or otherwise, and in case second party should dispose of any of the property covered by this lien without applying the proceeds on the rent, or in case of failure to pay rent when due, the entire rent shall become due and collectable at once.

Second party further states that he owns and will bring upon the premises free of any incumbrance _____head of horses, _____head of cattle, _____head of mules, _____head of hogs.

Said second party is to accept the fence upon leased premises as it now is and any repairs necessary thereon, first party to furnish necessary materials and second party to perform labor of such repairs free of charge.

All payments from second party shall become due and payable upon his forfeiture of said Lease, or his abandoning said premises, and if it becomes necessary for first party to bring action at law to recover possession, damage or rent, second party agrees to pay a reasonable attorney's fee therefor, and all costs attending the same.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names, this 1st day of July 1970

Jake Huff
Jake Huff

Elsie L. Huff
Elsie L. Huff
First Parties

(1) Larry E. Huff
Larry E. Huff

(2) Sharon L. Huff
Sharon L. Huff
Second Parties.

STATE OF IOWA,
Adair County, } ss.

On this 1st day of July A. D., 19 70, before me Clare H. Williamson, a Notary Public in and for Adair County, Iowa, personally appeared Jake Huff and Elsie L. Huff, husband and wife; Larry E. Huff and Sharon L. Huff, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

Clare H. Williamson
Notary Public in and for Adair County, Iowa
Clare H. Williamson

CLARE H. WILLIAMSON Iowa NOTARY PUBLIC

Point of beginning; thence W. 1319 feet; thence N. 50 feet; thence E. 916 feet; thence N. 25 feet; thence E. 150 feet; thence S. 15 feet; thence E. 253 feet; thence S. 60 feet to the point of beginning, containing 1.66 acres, more or less. Note:- The S. line of the SE¼ of said Sec. 10 is taken as true E. and W. also:- Commencing at the SW corner of Sec. 11-74-28, which is the point of beginning; thence N. 60 feet, thence E. 1113.4 feet; thence Southeasterly 723.8 feet along a 4357.5-foot radius curve concave Southerly and tangent to the preceding course at its point of beginning; thence W. along section line 1833.9 feet to the point of beginning, and subject to any other easements or Deeds for road purposes); containing 210 acres, more or less.

CORRECTED

1142

FARM LEASE

TO

Filed for record the 8 day of July A. D., 1970, at 4:30 o'clock P M., and recorded in Book 29 on Page 65 of Miscellaneous Co. Records

Mary E. Wheelock
Recorder.

Shirley J. Reed
Deputy.

Fee, $ 2

FREE PRESS PRINT, GREENFIELD, IOWA