Lease, Crop-Share.

Switzer
Creswell

This agreement is made this 15 day of February 1972 between Harry M Switzer etal hereinafter called the Landlord and Kenneth Creswell hereinafter called the Tenant.

Section I. Description of Farm.

In consideration of the rental specified below, the Landlord hereby leases the Tenant 100 acres, more or less, consisting of the south one-half and the east one-half of the northeast one-fourth of the Switzer farm described as follows: The Northwest one-fourth (NW¼) of Section 8, Township 77N R 29W of the 5th P.M. located in Penn Township of Madison county in the State of Iowa, subject to the easements now existing or which the Landlord may grant in the future. The easements now in effect are as follows: the usual road and driveway.

Section II. Length of Lease

This lease shall extend from March 1, 1972 to February 28, 1973.

Section III. Amount of Rental

1. The Tenant agrees to pay to the Landlord as rental the following shares of the crops and the Landlord agrees to pay the shares of crop expenses as shown in the following schedule:

Crops	Landlord's Share of Crops		Landlord's share of crop expenses			
		Seed	Combining	Commercial Fertilizers	Herbicides Insecticides	2-4-d
Corn 60 Acres	50%	50%		50%	50%	50%
Soybeans 40 Acres	50%	50%	50%		50%	

2. The Landlord reserves storage facilities proportionate to his share of the crop as indicated in the Schedule above (Item 1.) unless otherwise provided; the Tenant agrees to store as much of the Landlord's share of the crops as possible in the storage space hereinbefore reserved.

Section IV. Farming Program

The parties to this lease shall decide annually, before the crop season begins, what crops shall be grown and the field rotation to be followed, with the provision that this arrangement may be altered as the season progresses if in the agreed opinion of both parties, weather or other circumstances make it seem desirable.

Section V. Operation

A. The Landlord agrees:

1. To pay the share of expenses indicated in the schedule shown in Section III.
2. To warrant and defend the Tenant's possession against any and all persons as long as this lease remains in effect.

COMPARED

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Section V. Operation (Continued)

B. The Tenant agrees:

1. To manage and operate the farm in an efficient and husbandmanlike manner, following the cropping system and to provide the necessary labor and machinery and equipment as shall be reasonably be required for such farming operation.

2. Peacably to surrender possession and occupancy of the premises at the termination of the lease.

Section VI. Transfer of Interest

1. The parties agree not to assign, sublease or sublet any part of the premises without the written consent of the other, provided that nothing herein contained shall bar or prevent sale or exchange of the premises by the Landlord, in which case the lease may be assigned to the new owner with the provision that he abide by the terms of the lease without restricting or in any way impairing the rights of the Tenant under the terms of this lease.

2. This lease shall be binding upon the heirs, legatees, devisees, representatives, Asiignees and successors in interest of the respective parties hereto.

Section VII. Other provisions.

It is particularly understood and agreed that this is not a partnership agreement, nor is the relation a partnership. Neither party hereto shall mortgage or otherwise encumber the jointly owned or co-owned property, nor pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party.

Executed in duplicate on the date first above written.

Kenneth Creswell Tenant Harry A Switzer Landlord

None Wife None Wife

State of Iowa, Madison County ss:

On this 28 day of Jun A.D. 19 72

before me, the undersigned, a Notary Public in and for said County, in said State personally appeared Kenneth Creswell & Harry A Switzer 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

Frances Allen, Notary Public in and for said County

IOWA NOTARIAL SEAL FRANCES ALLEN