

Mortgage Record, No. 74,

G.W.Hann)
 to Farm Lease Filed for record the 26th day of November A.D.1921 at
 M.A.Walters et al) 4.05 o'clock P.M.
 Nettie E.Winship,Recorder
 Fee \$1.10 # 2097 ✓

THIS ARTICLE OF AGREEMENT: Made and entered into this 7th day of January A.D.1921 by and between G.W.Hann of Madison County Iowa of the first part and M.A.Walters and Ernest Walters of Madison County Iowa of the second part, Witnesseth; That the party of the first part, in consideration of the agreements and covenants hereinafter made by the party of the second part has this day leased unto the party of the second part the following described premises situated in the county of Madison and State of Iowa, to-wit:
 225 acres ⁱⁿ section 33, Twp 75 North, Range 27, Madison County, Iowa, lessee to repair and keep up all fences and buildings and to haul material for same free of charge, lessor to furnish material. 40 acres in section 4, in Walnut twp is also included in this lease and the same is to be farmed to oats and lessor to have one half of small grain in bin or delivered to market where he designates. Lessee to have all stock pasture and straw, together with all the buildings and improvements on the same from the 1st day of March 1921, to the last day of February 1922, including both of said days.

And in consideration of the foregoing the party of the second part covenants and agrees that he will, during the term of this lease occupy and use said premises as a farm and for no other purpose whatever, and that he especially will not use said premises, or permit ~~the~~

*Sealed
 19th day of Jan 1922
 Witnessed by Nettie E. Winship Recorder*

Madison County, Iowa

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the same to be used for any unlawful business or purposes; that he will not sell, assign underlet or relinquish the said premises without the written consent of the lessor; that he will cultivate said land in good and husbandlike manner; that he will carefully and faithfully guard and protect the said premises, with the buildings, gates, fences, trees, vines, shrubbery etc., and especially the crops which he may raise or grow thereon, from all damage by fire and depredations of animals; that he will keep the buildings, glass, fences, etc., in as good repair as the same now are or may at any time be placed by the lessor, as often as the same shall require it, damage by superior force inevitable necessity of fire from any other cause than the carelessness of the lessee or persons of his family, or in his employ, excepted; that he will haul out and properly scatter on said place all the manure now accumulated thereon, and, so far as the weather and proper attention to the crops on said land will permit, all the manure which may accumulate on said place during the term of this lease; that he will at least once each season after harvest mow all the sloughs and uncultivated portions of said lands, including all fence rows and corners, and all the roads and lanes running upon, through or adjacent to said premises, and will all times keep said sloughs, fence rows, fence corners, roads and lanes, and all uncultivated portions of said land, free from rank weeds and grass; that he will burn none of the straw raised on said land, but stack the same on as small a space as possible on said place as directed by lessor; that he will thresh all small grain raised on place as soon as it is possible and safe, after harvesting the same, giving lessor due notice of the threshing, and husk and crib all corn raised thereon before the 31st day of December in each year, and properly care for all crops in their season; that he will at all times allow the lessor, his agents or his assignees, to have free access to said premises, for the purpose of observing the crops growing thereon, and the conduct of the lessee in cultivating said land and in caring for the crops and improvements thereon; ~~and also for the same~~; and also for the purpose of removing therefrom at any time lessor's share of said crops as hereinafter stipulated also to allow lessor, his agents, grantees or lessors, to enter upon said land or any part thereof, as soon as the crops are removed therefrom, for the purpose of plowing and making other improvements in the fall before this lease expires, providing the lessee shall suffer no material damage or inconvenience therefrom. And in further consideration of this lease, the party of the second part hereby agrees to cultivate said land in the following crops, to-wit: to corn and small grain. 17 acres to barley, 36 acres to oats and the remainder of farm land to corn except pasture, no sod to be broken. $\frac{1}{2}$ small grain and corn to be put in bin and cribbed on farm or delivered at Peru, Iowa, or at any other place within a reasonable distance as designated by lessor when sold by lessor and the cash rental of \$7.00 per acre for 93 acres of pasture as evidenced by two certain notes of lessees of this date calling for the payment of \$315.00 each, one due Oct 1st, 1921, one for \$336.00 due Jan 1, 1922, and to deliver to the party of the first part, his agents or assigns, a share of all crops grown on said land (excepting the customary garden spot not to exceed one-half acre) equal in quality to the ^{share} retained by himself as follows:

lessees further agrees to cut all cockle burrs on or before August 15th, 1921

It is understood that the said lessor shall have in addition to the lien given him by law, a lien upon the term of this lease, and a lien upon all the property of the said lessee used or situated upon the leased premises, whether said property is exempt or not, for the whole amount of rent agreed to be paid by this lease; and in default of payment said lessor may levy upon said term or said property, and sell it to pay said rent.

And it is further agreed that if the lessee shall fail to pay said rent, at the times herein stipulated, or shall make default in any of the covenants herein contained, he shall forfeit all his rights under this lease, and the lessor by himself or agent may at his option take immediate possession of said premises, or may recover such possession by action, of

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forcible entry and detainer, as provided by law; and that at the expiration of this lease, he will, without ^{further} notice of any kind, quit and surrender the occupancy and possession of said premises in as good condition as they are now or may at any time be placed in during this lease, reasonable wear and damage by fire as aforesaid, superior force, or inevitable necessity alone excepted.

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

Earnest Walters
G.W.Hann

M.A.Walters
Martha J.Walters

State of Iowa, Madison County SS: On this 7th day of January A.D. 1921, before me personally appeared M.A.Walters Earnest Walters, Martha J.Walters to me known to be identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

E.C.Hamilton
Notary Public in and for said County

