

Mortgage Record, No. 74,

FISLER & CHAMBERS, DAVENPORT, IOWA.

J.G.W.Hannay)
to Lease
M.A.Gifford)

Filed for record the 1 day of December A.D.1921 at 11.45 o'clock
A.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$1.25 # 2129

THIS ARTICLE OF AGREEMENT: Made and entered into this 25th day of February A.D.1921 by and between J.G.W.Hannay of Poweshiek County Iowa of the first part and M.A.Gifford 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:

The northwest quarter, and the north half of the southwest quarter of section 13 in township 74, north, range 28.

It is especially agreed that second party shall keep said premises free from all cockle burrs, and pull them before going to seed, and in event of his failure to do so, upon notice from first party in five days, will pay \$5.00 per day for each man so employed to cut and pull such burrs, 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 same to be used, for any unlawful business or purpose; 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 at all times keep said sloughs, fence-rows, fence corners, roads and lanes, and all uncultivated portions of said land, free from

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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 said 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 crop and improvements thereon, 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 lessees, 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, provided 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: 40 acres of sod to be plowed up 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, viz: 2/5 oats in bin on premises, 1/2 corn in crib; 1/2 hay in stack and barn; and the sum of \$300 for pasture land due as follows; \$150 due on Dec. 1, 1921, and \$150 due on Jan. 1, 1922, as evidenced by two promissory notes of even date herewith.

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 from execution 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 this option take immediate possession of said premises, or may recover such possession by action of 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~~ first above written.

J.G.W. Hannay
M.A. Gifford
Anna L. Gifford.

State of Iowa Madison County SS: On this 25th day of February A.D., 1921, before me personally appeared M.A. Gifford and Anna L. Gifford, his wife, 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.

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

