

## Mortgage Record, No. 74,

FIDELAS &amp; CHAMBERS, DAVENPORT, IOWA.

Gertrude Y. Maclean  
Notary PublicNOTARIAL  
SEALA. Romaine )  
to Farm Lease  
Ralph Stuart )Filed for record the 3 day of December A.D. 1921 at 8.30  
o'clock A.M.Nettie E. Winship, Recorder  
Winifred Whedon, Deputy  
Fee \$1.95 # 2142

THIS INDENTURE, Made and entered into this 15 day of Oct. A.D. 1920 between A. Romaine party of the first part (Lessor) and Ralph Stuart and Ruth Stuart, his wife party of the second party (Lessee) WITNESSETH, that the first party for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has, by these presents, demised and leased to the second party the following described land, to-wit: NE $\frac{1}{4}$  of NW $\frac{1}{4}$  and NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of sec 22 of Twp 74 Range 28 West of the 5th P.M. in Madison Co. Iowa and State of Iowa, and containing 80 acres acres more or less, to have and to hold the same to the second party, from the 1st day of March A.D. 1921 to the 1st day of March 1922, and second party in consideration of the leasing of the premises as above set forth, covenants and agrees with first party to pay as rent for the same, in the manner, following, that is to say; Seven Hundred Dollars, payable one half Dec 1st, 1921, and one half Feb 1st, 1922. Promissory notes are to be made for said payments but the taking of said notes is not to be construed to be a waiver of the Land Lords lien.

The lessor agrees to put about \$200 in improvements on the farm during the coming year, in tiling, painting and general repairs. The lessees are to have the first chance for a renewal of this lease. At least 30 acres of the farm is to be kept in grass.

And the second party covenants with the first party to take good care of the premises and to suffer no injury to be done to the same and to commit no waste and to cut no trees and that at the expiration of the term of this lease he will yield up the possession to the first party without further demand or notice, in as good order and condition as the same was when entered upon <sup>by</sup> the second party, loss by fire without fault of second party or by inevitable accident and ordinary wear and tear, excepted. And failing thus to deliver up said premises, the second party agrees to pay the first party five dollars per day for all the time he may continue in possession of said premises after the expiration of this lease. Party of the first part shall not be liable for any damage to crops or property of the second party, though the same might have been prevented by proper fencing. And it is further expressly understood and agreed between the parties hereto as follows:

1. The second party covenants to farm said premises to the satisfaction of the first party and to raise the greatest amount of grain thereon, the nature of the soil and season will

## Madison County, Iowa

BOOK 74

- permit and to carefully preserve and care for, and prepare for the market, all crops and products grown or raised on said premises during this lease, to the satisfaction of the first party, and in case that second party fails to do any of said things, then first party may, if he so elect without notice to second party, at once perform, by himself or agent, any of said matters and things left undone by second party, and first party shall be allowed therefor the reasonable value of the services and things so performed and done, and the expenses incurred by first party in so doing, for which sums first party shall have the same lien upon the property and crops of second party as for rent as herein provided.
2. The second party shall haul out and distribute upon the poorest soil on, said premises or wherever first party may direct, all the manure and compost now on or hereafter accumulated on said premises and further not to burn any stalks, straw or stubble on said ground.
  3. The second party shall preserve and keep the fruit and ornamental trees, vines and shrubbery that are now on or may be planted upon the premises from injury, including injuries by plowing or from cattle or any other stock, and further to keep said premises free from brush and burrs, and shall also keep all necessary ditches and drains plowed and cleaned out during the continuance of this lease.
  4. The second party shall keep said premises, including the hedges and fences in proper repair, provided the landlord shall furnish necessary material that he or his agent may consider needful to repair said premises within a reasonable time after being notified, and the second party shall haul said material to said premises without charge, but second party shall keep same in as good repair as possible with whatever materials first party may furnish.
  5. And the second party further covenants not to remove any of the grain raised on said premises during the term of said lease nor any other product so raised nor any of the personal property brought upon or used upon said premises by second party during this lease until the rent herein specified shall be fully paid, nor to sell the same, nor any part thereof. And if any grain raised on said premises during said term, or any other product so raised or any of said other personal property brought upon or used upon said premises by said second party during this lease shall be removed or attempted to be removed by any person or persons before the payment of said rent, or if the said second party shall sell or attempt to sell said grain or produce, or said other personal property, or any part thereof or if the same or any part thereof shall be claimed or attached or levied upon the execution or claimed by any other person or persons upon any pretense whatever, before said rent shall be fully paid, then upon the happening of any such contingencies, said rent may by first party be declared due and payable and the first party or his legal representatives shall have the right to enter into the said premises and to take possession of said grain, or wherever the same may be found, and remove the same and sell the same or any part thereof, or if the same be not sufficiently matured for harvesting or gathering, to cultivate the same and to preserve and protect the same until it shall be fit, and then to harvest or gather or sell the same or any part thereof at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved, or first party may bring action for rent aided by Landlord's Attachment as provided by statute.
  6. The first party reserves the right to plow the stubble ground when the second party may have cut the grain thereon, and further that the first party or his legal representatives or agent may enter upon said premises for the purpose of viewing or seeding and making repairs, or any other purpose.
  7. If the second party shall fail to cultivate said premises as herein agreed or shall

## Mortgage Record, No. 74,

abandon the premises, or shall fail to keep any of the covenants contained in this lease, or shall assign <sup>his lease</sup> or underlet said premises, or any part thereof, then this lease shall at the election of the first party be null and void, the first party or his legal representatives shall have the right to take possession of said premises using such force as may be necessary with or without process of law, and all damage growing out of the failure to perform any of the covenants in this lease, shall be added to and become a part of the rent recoverable as rent.

8. The said first party shall have a lien for the rent at any time remaining unpaid, upon the terms of this lease and a lien upon any and all the property of said second party brought upon, produced or used on said premises during the term, whether the same is exempt from execution and attachment or not.

9. And second party particularly agrees that within four days after the beginning of the term of this lease he will bring upon said premises, to be there kept during said term, the following described goods and chattles to wit: Which are owned absolutely by second party and are free from any lien or incumbrances excepting-- and second party agrees that he will not, in any manner permit said goods and chattles or any part thereof to be sold or to become further incumbered or mortgaged or levied upon under any process of law, either before or after said personal property shall have been brought upon said premises and the lien of first party under this lease shall have attached, it being the intention that first party shall have a first lien for his rent on said personal property, excepting such incumbrances as are above described and upon a failure of second party to fully perform this stipulation, this lease shall at once, at election of first party become null and void and shall at once terminate without notice and second party agrees to at once surrender said premises and this lease <sup>and</sup> to quit possession of same, and first party may bring action for possession of the premises as is allowed by law upon the termination of a lease which fixes the time of the termination of the tenancy thereunder. First party shall have 15 days within which to terminate this after discovery by him of failure of second party to perform this stipulation, And second party agrees likewise that he will not sell, mortgage or incumber any of the crops or products to be raised upon said premises either before or after the beginning of the term, and upon second party failing therein, first party may terminate this lease in same manner as is above provided in this paragraph in case of selling or incumbering of any of said described personal property.

10. First party may perform anything which second party shall fail to do according to his agreements herein, and first party shall recover reasonable cost of so doing in same manner as the rent provided for herein, and shall have the same lien therefor as for rent upon property of second party.

11. Second party shall do all plowing in such manner as to cause the least washing away of the soil, or formation of gullies or ditches, and shall be liable for damages resulting from failure to do so, to be collected as rent, with the same lien therefore.

12. It is agreed that all work or labor that shall be performed by second party upon said premises or upon the improvement or performed in any way to the advantage of said premises or improvements, including any plowing in spring or fall and including the hauling of any material, and including all services and covenants, specified in this lease, form a part of the consideration for the leasing of the land and second party shall receive no other pay therefor than the leasing of said lands, and in case second party shall put on any material in improving or repairing said premises, he shall leave same on the premises at end of this lease, without compensation therefor other than the leasing of said lands.

13. Second party agrees especially that he will not allow any cockle burrs, burdock, velvet weeds, thistles or any other noxious weeds or plants to go to seed on said land or road

Madison County, Iowa

BOOK 74

side adjoining. He also agrees to mow at least once during the summer, all the roadsides, and lanes adjoining said land, and also all ~~sloughs and un~~ uncultivated portions of said land including fence rows and corners.

14. Second party agrees to use said premises for no purpose other than farming and to raise the following named crops on said land, and in following named acreage to wit:

15. Any damage to the premises or improvements occurring during said term, except such as occur without fault of second party, shall be paid for by second party to first party in same manner and at same time as payment of said rent, with same lien therefor on property of second party as for rent.

16. The second party also agrees to pay and discharge all costs and Attorney's fees that shall arise from enforcing any of the covenants of this lease by first party.

17. A failure to pay any portion of the rent as the same becomes due, or an abandonment of the premises or a breach of any of the covenants of this lease by second party, shall mature the whole amount of rent. Taking additional security for the rent, shall not release in effect the lien herein stated. No repairs will be made by the lessor except as herein stated, and it is agreed that the lessor shall not be liable for any damages to crops, though such damage might have been prevented by proper fencing. And-- wife of said second party, signs this same joint instrument, as required by Section 2906, of Code of Iowa, in order to make said lien effective against all exempt property.

IN WITNESS WHEREOF We have hereunto set our hands and seals, the day and year first above written.

Witness of the party of first part

A. Romaine

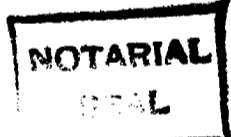
Witness of the party of the second part.

Ralph Stuart  
Ruth Stuart

State of Iowa, Union County SS: On this 1st day of Nov A.D. 1920, before me M.G. Bacon, a Notary Public in and for said County, personally appeared Ralph Stuart and Ruth Stuart 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.

M.G. Bacon  
Notary Public in and for said County.



State of Iowa, Muscatine County SS: On this 3 day of November, 1920, before me, Robert Brooke, a Notary Public in and for said County, personally appeared A. Romaine to me known to be the identical person named in and who executed the foregoing instrument and whose name is affixed thereto, and acknowledged that he executed the same as his voluntary act and deed.

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

Robert Brooke  
Notary Public in and for said County.

