

Mortgage Record, No. 74,

Corporation, by him voluntarily executed.

Dora L. Houston
Notary Public.

SEAL

John F. Monaghan)
to Farm Lease
Walter L. Abrahams)

Filed for record the 5th day of December A.D. 1921
at 9.42 o'clock A.M.
Nettie E. Winship Recorder
Winifred Whedon, Deputy
Fee \$1.25 # 2153.

THIS ARTICLE OF AGREEMENT, Made and entered into this 21st day of Jany'y A.D. 1920, by and between John F. Monaghan of Madison County Iowa of the first part and Walter L. Abrahams 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 South West Quarter ($\frac{1}{4}$) of the North West Quarter ($\frac{1}{4}$) and all of West Half ($\frac{1}{2}$) of South West Quarter ($\frac{1}{4}$) of Section Twelve (12) lying North of North River and the South East Quarter ($\frac{1}{4}$) of Section Eleven (11) except 8 acres out of South East corner thereof, and the South Half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) of Section Eleven (11) and the South East Quarter ($\frac{1}{4}$) of the North West Quarter ($\frac{1}{4}$) and the East Half ($\frac{1}{2}$) of the South West Quarter ($\frac{1}{4}$) of Section Eleven (11) except 16 acres out of South West part thereof, all in Township 76 North, of Range Twenty eight (28) West of the 5th P.M., together with all the buildings and improvements on the same from the first day of March 1920, to the first day of March 1923.

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 a 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 in by the lessor, as often as the same shall require it, damage by superior force, inevitable necessity, or fire from any other

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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 on the older and poorer ground, where lessor may direct, all the manure now accumulated thereon, and 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 rank weeds, burs, vines, or thistles of every kind; 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 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; 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 that he will allow no stock of any kind in the orchard or house lot upon said premises; that he will at all times, keep all hogs properly rung, so that they will not root up grass land when running thereon, that he will plow up no land now in grass, without the written consent of lessor; and in no event, unless he seeds down an equal amount where lessor may direct, at his own cost for grass seed and labor; that he will, as often as necessary, go over the land under cultivation, and pull or cut and prevent from seeding, all cockle burs; button weeds, vines and thistles, and will allow no noxious weeds injurious to crops to go to seed on said land, as an express condition of this lease; and upon failure so to do, lessor may hire such weeds cut, pulled and removed, and collect the cost thereof from lessees, as part of the rental due hereunder and secured hereby, together with all expense incident thereto; that he will at no time permit burry stock pastured on said land, or any part thereof; that he will not pasture newly seeded ground, when same would be thereby injured, and will allow no stock on meadow land, when the ground is soft or muddy, and would thereby be injured; and lessees hereby agree to cultivate said land not in grass, in the following crops, to-wit:

Lessor agrees that lessee may have wood for family fuel only, from the timber on said farm to be cut where lessor directs from time to time. Lessor agrees to furnish grass seed from year to year to seed down such tracts as the parties hereto agree on each year.

Lessees agree to pay the lessor, the annual cash rental for said premises on \$2300.00 Dollars, to be paid as follows, to-wit: \$1150 on Jan'y 1st, 1921 and \$1150.00 on Feb'y 15th 1921, and \$1150.00 on Jan'y 1st 1922, and \$1150.00 on Feb'y 15th, 1922, and \$1150.00 on Jan'y 1st, 1923 and \$1150.00 on Feb'y 15th, 1923 as evidenced by their six promissory notes of even date herewith, and hereby made a part of this lease, without copy attached; lessees further agree to perform all other agreements herein specified to be done by them, as a part of the rental consideration for said premises.

It is understood that the said John F. Monaghan 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 stock, farm tools and property of the said Walter L. Abrahams used or situated upon the leased premises, whether said property is exempt from execution or not, for the whole amount agreed to be paid by this lease; and in default of payment said John F. Monaghan may levy upon said term or said property, and sell it to pay said rent.

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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 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, and said Virgie D. Abrahams wife of said Walter L. Abrahams hereby concurs in this instrument.

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

John F. Monaghan

Walter L. Abrahams
Virgie D. Abrahams

State of Iowa, Madison County On the 21st day of January A.D. 1920, before the undersigned a Notary Public, in and for said County, came Walter L. Abrahams and wife Virgie D. Abrahams to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.



Witness my hand and Notarial Seal, the day and year last above written.

E. E. McCall
Notary Public in and for Madison County.

at _____, Madison County, Iowa, this _____ day of _____, A.D. 1921 at

