

Mortgage Record, No. 74,

FIDLER & CHAMBERS, DAVENPORT, IOWA.

my commission expires July 4, 1924.

D.M.Pace)
to Farm Lease.
M.Fort)

Filed for record the 1st day of July A.D. 1922 at 2.30 o'clock
P.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy

Fee \$1.00 # 1442. ✓ *Charted 25*

THIS INDENTURE, Made and entered into this 29th day of December A.D., 1921 between D.M. Pace party of the first part (Lessor) and M. Fort party of the second part (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:

Land lying south of C.R.I. & P Ry bounded on the East by ditch South by river West by road and bridge. South-East quarter of the South-west quarter of Section twenty nine (29), containing in all One (1) acre more or less, in the County of Madison and State of Iowa and containing --- acres, more or less, to have and to hold the same to the second party, from the 1st day of January A.D., 1922 to the 1st day of January 1942, and the second part in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay as rent for the same, in the manner following that is to say:

Party of the first part to receive \$6.00 per year payable January 1st and January 1st of each preceding year. Party of the first part to have all ice for family and home use, each year, for the life of this Lease. If party of the second part sells building and contents,

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party of the first part to have preference of buying.

Party of the second part reserves the right to move building and material at the extermination of this Lease. Building to be used for ice purposes or any lawful purpose.

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 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 by 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 damages 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.

which are owned absolutely by second party and are free from all liens or incumbrances excepting--

15. Any damages to the premises or improvements occurring during said term except such as occur without fault of second party, shall be paid for by second part 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 or affect 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 damage 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 for the party of the first part
Witness for the party of the second part

D.M. Pace
Murl Fort.

STATE OF IOWA MADISON COUNTY SS: On this 31 day of December A.D., 1921, before me W.R. Fort, a Justice of Peace in and for said County personally appeared D.M. Pace and Murl Fort 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.

W.R. Fort.
Justice of the Peace in and for said County.