

Mortgage Record, No. 74,

Subscribed and sworn to before me by Floyd E. Chaplin and M.S. Creger, Cashier Truro Savings Bank, this 8th June A.D. 1922.

I. E. Holmes
Notary Public

Roy Guiberson) Lease. Filed for record the 8th day of July A.D. 1922 at
to 8.15 o'clock A.M.
Schermerhorn-Shotwell Co) Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 1481 ✓

THIS AGREEMENT, Made this 6th day of July 1922, by and between Roy Guiberson of the city of Winterset, County of Madison and State of Iowa, party of the first part, and Schermerhorn-Shotwell Company of the Des Moines, Iowa, party of the second part, witnesseth:

The party of the first part hereby leases to the party of the second party the following described premises situated in said county to-wit:

The Brick Building situated on the Middle one-third (1/3) of Lot seven (7) in Block Twelve (12) Original of the town of Winterset, Iowa, for the term of one year from and after the 6th day of July 1922, in consideration of the following covenants and agreements made by the party of the second part to be kept and performed.

1. To pay the party of the first part, at the office of Winterset Meat Market Winterset, Iowa, for the use of said premises, the monthly rent of Thirty dollars, to be paid on the first day of each month in advance., in advance, on the 1st day of July 1922 and of each month thereafter, during the continuance of this lease, with eight per cent interest upon all unpaid rent from maturity thereof.
2. To use said premises for Buying Poultry, Eggs, & Cream and no other purposes.
3. Not to permit any unlawful business to be conducted thereon.
4. Not sell or assign this lease or underlet said premises; or any portion thereof, without the written consent of the party of the first part.
5. Not permit or allow the same to be damaged or depreciate in value by act of negligence of his or his employees in any manner whatever.
6. To use proper care and diligence in taking care of the same.
7. At the expiration of this lease, to surrender the possession of said premises to the party of the first part without further notice to quit, and in as good repair as the same are now ~~now~~ or may hereafter be placed, unavoidable wear or damage by fire, caused without fault of the party of the second part, excepted.
8. to pay for the water used on said premises to the Water Company, and to keep the water turned off and protected so as to prevent freezing and bursting of the water pipes, and to

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keep the faucets closed so as to prevent waste or flooding of said premises by water from water pipes in said room or building, and be responsible to the party of the first part for all damages done or permitted to said room or building, by neglecting so to do, and to repair all damages to said pipes caused by neglect to care for them as above provided and, also to be responsible for any damages or injury occasioned by such neglect to the property of any tenant of said party of the first part in said building, and the first said party is not to be responsible for any loss, damage or injury occasioned by the neglect or failure of any tenant or lessee or any portion of said building in relation to the water pipes or faucets in the rooms or under the care of said other tenant.

9. To not allow ashes, rubbish, manure, tin cans, or trash of any kind to accumulate on said premises, nor in the streets and alleys adjacent thereto, and to promptly remove the same therefrom; and not allow anything to be thrown into the waste pipes leading from sinks or water closets to the sewer which will clog any of them, and to repair any damage done to the same, and not to throw rubbish, tin cans or refuse from the kitchen into the privy vault, and not drive nails into the walls, nor otherwise injure or deface the same, and to replace all broken glass, and to repair all damages done to any part of said leased premises and to leave the same in a clean and presentable condition upon removal therefrom; and to comply with the ordinances of said city relative to the sanitary condition of said premises and the removal of snow and other obstructions from the sidewalks.

10. To give to the party of the first part, in addition to the lien given by law, a lien upon all property being kept, used or situated upon said leased premises whether such property is exempt from execution or not, for the rent to be paid by this lease, and for any damages sustained for any breach thereof, said lien to continue for six months after the expiration of the term if the rent is not so paid.

11. That any failure on the part of the party of the second part to comply with any of the terms and conditions of this lease shall make the whole amount of the rent for said term due and the party of the first part may proceed to collect the same, or at the election of the party of the first part, any such failure shall work a forfeiture of this lease, and all the rights of the party of the second part thereunder, and the party of the second part upon notice of such election, shall within three days thereafter quit and surrender said premises without further notice; and the party of the first part may recover the possession thereof by action for forcible detainer.

12. The party of the second part further agrees that upon failure to comply with any of the covenants and conditions of this lease, and suit should be brought for damages on account thereof, or to recover possession of said premises to further pay to the party of the first incurred in prosecuting said suit or suits, including attorney's fees, which said costs, expenses part reasonable costs and expenses, and attorney's fees shall be a lien on the property and effects of the party of the second part kept and being used or situated on said premises, as fully and to the same extent as the rent is a lien thereon as above provided and agreed to.

13. That said party of the first part, at reasonable hours, may enter the dwelling and premises to inspect the same, or show the property to persons desirous of purchasing or leasing.

14. The party of the first part reserves the right to terminate this lease on thirty days notice, should they sell his property

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

Schermerhorn & Shotwell Co.
By M.P. Garber Agt.
Roy Guiberson.

STATE OF IOWA Madison County SS: On this 8th day of July A.D. 1922, before me, the undersigned, a Justice of the Peace in and for said county, personally appeared M.P. Garber Agt Schermerhorn & Shotwell Co to me known to be the identical persons named in and who executed the

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WILLIAM A. CHAMBERS, DAVENPORT, IOWA
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.W.Cassiday
Justice of the Peace in and for said county.