

## Mortgage Record, No. 74,

T.M.Averill ) Farm Lease. Filed for record the 14th day of September A.D.1922 at 10.30  
to o'clock A.M.  
Rufus Baker ) Nettie E.Winship,Recorder  
Fee \$1.85 # 1778 ✓

THIS INDENTURE, Made and entered into this 10th day of March, A.D.1920 by and between T.M.Averill party of the first part, and Rufus Baker party of the second part,

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:

The North West Quarter of Section Eleven Township (74) Range (28) in the County of Madison and State of Iowa, and containing One Hundred Sixty acres, more or less, to have and to hold the same to the second party from the 10th day of March 1920, to the 1st day of March, 1923 And the said party in consideration of the leasing 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:

one half of all corn to be delivered to market one half of all Small grain delivered to Market and one half of all hay in stack Second party to keep Fence and First party to furnish material Second party to have Pasture for Five Head of horses for the Ballance of the Pasture First Party to have 75% of the Proceeds the Blue Grass pasture suitable for corn to be plowed and put in corn each party to this contract to buy what cattel needed each party to pay one half and to get one half when sold.

And the second party covenants with the first party 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 when the same was entered upon by the second party, loss by fire or inevitable accidents and ordinary wear 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.

And it is further expressly understood and agreed between the parties hereto, as follows.

1. The second party covenants to farm said premises in a good and farmlike manner, and to raise the greatest amount of grain thereon the nature of the soil and the season will permit, and further to break up and improve as much of the waste land as may be in a condition to plow, but not to plow pasture or hay land without consent of first party.
11. The second party covenants to properly care for all growing crops in good and husband-like manner, and to harvest all crops in proper season, and failing so to do the party of the

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first part may enter upon said premises, either by himself or agent, and properly care for or harvest said crops and charge the cost to the party of the second part.

III. The second party shall haul out and distribute upon the poorest soil on said premises, all the manure and compost suitable to be used, whether on said premises at the beginning of this lease or accumulates during the term thereof; and further not to haul or remove any straw from said premises, nor burn any straw, stalks or stubble thereon.

IV. The second party shall preserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be hereafter planted upon the premises, from injury by plowing or from cattle or any other stock, and further to keep said premises free from brush and hurr and Russian thistles, and shall mow or cut near the surface all weeds on said land within the limit of the public roads thereon, on or before the 15th day of August of each year and shall also keep all necessary ditches and drains plowed and cleaned out during the continuance of this lease.

V. The said party shall keep said premises, including the hedges and fences, in proper repair, provided that 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.

VI. And the second party further covenants not to remove any of the grain raised on said premises, during the term of said lease until the rent herein specified shall be fully paid, not to sell the same or any part thereof. And if any grain raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent; or if the second party shall sell or attempt to sell said grain or produce or any part thereof, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before the said rent shall be fully paid, then upon the happening of any of such contingencies said rent shall immediately become due and payable and the first party or his legal representative, shall have the right to enter into said premises, and take possession of said grain or wherever the same may be found, and to remove the same and to sell the same, or any part thereof, or if the same shall not <sup>be</sup> sufficiently matured for harvesting or gathering cultivate the same and to preserve or 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.

VII. The first party reserves the right to plow the stubble ground when the second party may have cut the grain grown thereon, and further, that the first party or his legal representative may enter upon said premises for the purpose of viewing or seeding and making repairs.

VIII. If the second party shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease or shall assign this lease or underlet said premises or any part thereof, then this lease shall, at the election of the first party, be null and void, and the first party or his legal representative, 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 damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become a part of the rent, recoverable as rent.

IX. The second party hereby waives and relinquishes all right from exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale; on execution of distress for rent; said first party shall have, upon the terms of this lease in addition to the lien given him by law, a lien upon all personal property owned by said second party during the term of this lease whether said property is exempt from execution or not, and sell the same or any

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part thereof in satisfaction of said rent hereby agreed to be paid.

X. The second party agrees to leave the same number of acres plowed on said premises at the expiration of this lease as may be plowed thereon at the beginning thereof, and if he fails to do so, to pay first party \$1.50 per acre therefor.

XI. The second party also agrees to pay and discharge all costs and attorney's fees, or any expenses that shall arise from enforcing any of the covenants of this lease by the first party, and it is further agreed by and between the parties that all the crops growing or in stack, crib or granary on said premises shall be security for all sums due or to become due from party of the second part to party of the first part as evidenced by book account or note held by party of the first part.

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

W.J. Ferrall, Witness for Party of the First Party  
W.J. Ferrall, Witness for Party of the Second Part.

T.M. Averill  
Rufus Baker

XII. Assignment of interest, made this 31st day of July, 1922, by Thomas M. Averill to Chas. W. White assigning the interest of  $\frac{1}{2}$  of the crop to the said Chas. W. White.

The above paragraphs are made a part of this lease.

Thomas M. Averill.

Assignment of interest in lease.

FOR VALUE RECEIVED to our full satisfaction and accord, we, the undersigned, hereby sell, assign, transfer, set aside and convey all our rights, titles and interest in and to the 1922 rents (which is an undivided one half interest in all of the grain grown, raised and produced by Rufus Baker on approximately One Hundred Sixty acres of land as herein before described, all of said land situated in Madison County Iowa) to William B. Egan. The assignee accepts this assignment subject to all of the provisions contained in the lease between the original lessor and lessee.

Dated at Sioux City, Iowa, this 17th day of August, 1922 A.D.

White Mortgage Corporation  
By C.W. White, President  
Chas W. White

State of Iowa, County of Woodbury SS: On this 17th day of August, A.D. 1922, before me personally appeared C.W. White, President of the White Mortgage Corporation and Charles W. White an individual, to me personally known to be the persons named in and who executed the foregoing assignment, and acknowledged that they executed the same as their voluntary act and deed.

F.H. Rice  
Notary Public in and for said County.

Margaret Witherow )

Filed for record the 16th day of September A.D. 1922 at