

Madison County, Iowa

Book 74

Edna North) Farm Lease
to
Geo. Robertson)

Filed for record the 8th day of November A.D. 1922 at
10.02 o'clock A.M.

Nettie E. Winship, Recorder
Fee \$1.20 # 2044 ✓

AGREEMENT OF LEASE, This day made between Edna North of the County of Olmstead and State of Minn, first party, and Geo. Robertson of the County of Madison and State of Iowa, second party. The second party agrees to pay to the first party Twenty-two hundred fifty Dollars, for which he has given his six promissory notes of even date herewith as memorandum of this debt but without copy attached. Three hundred fifty Dollars due October 1st each year and four hundred Dollars due February 1st each year during the life of this lease for the rent for the period hereinafter stated of the premises situated and described as follows: of Section-- , Township---, Range-- West

The southeast quarter (SE¹) of Section thirty-two (32) Township seventy-seven (77) north, Range twenty nine (29) West of the fifth P.M. Madison County, Iowa, (About 160 acres in cultivation) and no grass land to be plowed except by consent of first party. The second party agrees to take good care of the premises, and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to the first party, at the expiration of the term, in as good condition as at the commencement of this lease, (natural wear and tear and unavoidable accidents only excepted); and that in case immediate possession be not given on expiration or forfeiture of this lease, to pay to first party ten dollars (\$10) per day for each and every day the premises are thus withheld. The said second party agrees to use premises for no other purpose than farming, and not to underlet the same, nor any part thereof, nor assign this lease to any other person, without the written consent of the said first party first had and obtained. This lease is to commence on the first day of March 1919, and continue until the first day of March 1922, reserving to the first party, his grantees, lessess, or agent the right to Fall-plow any stubble ground during the proper season of 1921, and to seed same to grain or grass, also granting same parties privilege to go upon premises at all times to make fences, buildings or other improvements; to show premises to prospective buyers, or for any other purpose which will not interfere with rights or privileges of second party.

Second party further especially agrees not to allow cockle burs, burdock, velvet weeds, thistles or any other noxious weeds or plants to go to seed, on the farm or roadside adjoining. That he will haul out and properly spread on land most needing same, all manure now accumulated or that shall be made during the lease. He also agrees to mow at least once during the summer all the roadsides, in lanes adjoining said farm; also all sloughs and uncultivated portions of said land, including fence rows and corners. Second party further agrees to faithfully and properly guard and protect said premises and crops thereon together with the buildings, fences, gates, trees vines and shrubbery from all damage by fire or depredation of animals and to all times keep the premises in as good condition as their reasonable use will permit, unusual casualty and fire not caused by second party's carelessness only excepted.

The rent to be paid punctually, according to the terms of the conditions above named. A failure to pay the rent as agreed upon, or to comply with any of the stipulations of this lease by the said second party or any attempt to dispose of the crop without the consent of the landlord, or an abandonment of the premises, or a failure of the tenant to farm the land in good farmer-like manner, shall mature the notes given for rent and shall authorize the tenant to farm the land in good farmer-like manner, ~~shall mature the notes given for rent and shall authorize~~ the said first party to consider the lease forfeited, without any demand for rent upon the premises or elsewhere, and he may take possession of the premises, without notice and and without process of law, or he may bring action as allowed by law,

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FIDLER & CHAMBERS, DAVENPORT, IOWA.

to recover possession. The said first party shall have a lien for the rent at any time remaining unpaid, 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. A failure to pay any portion of the rent as the same becomes due 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.

Said first party agrees to furnish the necessary material for keeping up the fences and buildings on said place and said second party to keep up the buildings and fences in good repair free of cost to said first party, except as hereafter mentioned.

Said second party agrees to build a hog house on said premises during the season of 1919, without cost to the first party for material or labor; said hog house to be sixteen feet by twenty-four feet (or larger) to be placed on a cement foundation and to have a shingle roof.

Said second party agrees to keep the hedge now cut on said place sprouted free of cost to the first party.

And the first party agrees and covenants that upon the payment of the rents herein specified and the fulfillment of the covenants herein made, to maintain said second party his heirs or assigns, in the lawful possession and use of said premises until the end of said term.

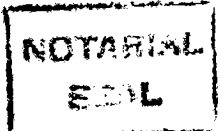
IN WITNESS WHEREOF, We have hereunto set our hands this "10" day of Aug. 1918.

Edna North
George Robertson.

STATE OF IOWA Dallas County SS: On this 10th day of August, A.D. 1918, before me F.H. Fitting, a Notary Public in and for said County, personally appeared Edna North, 1st party and George Robertson 2nd party 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.

F.H. Fitting
Notary Public in & for Dallas Co. Ia.



Extension

Party of the first part.

George Robertson
Party of the second part.