

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

Notary Public in and for said County.

C.D. Winship)
to Farm Lease
Harry Hammer)

Filed for record the 28th day of February A.D. 1922 at
4.45 o'clock P.M.

Nettie E. Winship, Recorder
Fee \$1.10 ✓ \$.25 chattel)

#363

THIS ARTICLE OF AGREEMENT, Made and entered into this 30th day of Jan. A.D. 1922, by and between Charles D. Winship of Madison County, Iowa, of the first part, and Harry Hammer 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 E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 7 and the West 27 $\frac{1}{4}$ acres of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 8, and commencing at Southeast corner of NW $\frac{1}{4}$ Sec. 8 North 8 rods, East 54 $\frac{1}{2}$ rods, South 8 rods, West 54 $\frac{1}{2}$ rods to place of beginning, all in Township Seventy five, Range 26, West of the 5th P.M. together with all the buildings and improvements on the same from the 1st day of March 1922, to the 1st 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 purposes; that he will not sell, assign, under let 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 the 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 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

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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 lessors, 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 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;

Second party is not ^{to} plow any of the meadow, and is to put 10 acres in oats and the balance of the plow land in corn, for the annual rental of one-half of all grain, first party's share of the corn to be put in crib, and first party's share of the oats to be hauled by second party to Young's Elevator or to some other place not more distant. First party is also to have one-half of the hay placed in stack; First party is to have one-half of the summer fruit, if he calls in season to gather it, otherwise second party to have all summer fruit; first party is to have one-half of all winter fruit, which is to be gathered by second party at his own expense.

Lessees agree to pay the lessor, the annual cash rental for the pasture of \$240.00 Dollars to be paid as follows, to-wit; \$240.00 on November 1st, 1922, as evidenced by their 1 promissory note 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 Charles D. Winship 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 Harry Hamner 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 Charles D. Winship may levy upon said term or said property, and sell it to pay said rent.

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

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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 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 Fern Hamner wife of said Harry Hamner hereby concurs in this instrument.

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

C.D. Winship

Harry Hamner
Fern Hamner

Second party to have wood for family use from second growth timber, but is not to cut any of the large timber.

State of Iowa, Madison County SS: On the 30th day of January A.D. 1922, before the undersigned, a Notary Public in and for said County, came Harry Hamner and wife Fern Hamner 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.

Will H. Henry
Notary Public in and for Madison County.