

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

Zort Brown) Filed for record the 23rd day of August A.D., 1923, at
 to (Farm Lease. # 2088 Fee \$1.25 ✓ 11/45 o'clock A.M.
 Dewey E. Wakefield) Olive M. Garrison, Recorder.
 AGREEMENT OF LEASE, This day made between Zort Brown, of the County of Adair, and State

of Iowa, first party, and Dewey Wakefield of the County of Adair, and State of Iowa, second party. The second party agrees to pay to the first party Fourteen hundred ninety# DOLLARS, for which he has given his two Promissory Notes of even date herewith as memorandum of this debt. One note of \$745.00 due December 1st, 1924. One note of \$745.00 due February 1st, 1925, for the rent for the period hereinafter stated of the premises situated and described as follows: The West fractional one half of Section 30, Webster township, Madison county, Iowa, of Section --, Township, -- Range -- West -- (About --- 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 22nd day of Aug., 1923, and continue until the first day of March, 1925, reserving to the first party, his grantees, lessees, or agent the right to fall-plow any stubble ground during the proper season of 1924, 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 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 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 without process of law, or he may bring action as allowed by law, 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 se-

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curity for the rent, shall not release or affect the lien herein stated. No repairs will
 except as herein stated, and it is agreed that the lessor
 be made by the lessor, shall not be liable for any damages to crops, though such damage
 might have been prevented by proper fencing. 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, 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 --day of --19--.

Zort Brown.
 Dewey E. Wakefield.

State of Iowa, Madison County, ss.

On this 23rd day of August, A.D., 1923, before me, J.P. Steele, a Notary Public in and
 for said County, personally appeared Zort Brown & Dewey E. Wakefield, to me known to be
 the identical persons named in and who executed the foregoing instrument and whose names
 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.

J.P. Steele,
 -----in and for said County.



James Conners)
 to

Filed for record the 27th day of August A. D. 1923