

## Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES, IOWA

S.H.Trout ) Filed for record the 11th day of October A.D. 1923, at  
to (Cash Farm Lease. #2332 Fee \$1.75 9/45 o'clock A.M.  
T.H.Penn ) Olive M. Garrison, Recorder.

This Article of Agreement: Made and entered into this 25 day of September A.D., 1923,

by and between S.H.Trout of Madison County, Iowa, of the first part and T.H.Penn 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:

South East Quarter of Section Fourteen, Township 76 N., Range 29 West of the 5th P.M. together with all the buildings and improvements on the same, from the 1st day of March 1924, to the 1st day of March, 1927, including both of said days.

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 purpose; that he will not sell, assign, underlet or relinquish the said premises without the written consent of the lessor; that he will cultivate said land in good and husbandlike manner; that

*Recorded from book 75 page 393 to correct error in classification.*

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he will carefully and faithfully guard and protect the said premises, with the buildings, gates, trees, fences, vines, shrubbery, etc., and especially the crops which he may raise or grow thereon, from all damage by fire and depredations of animals; that he will keep the buildings, glass, fences, etc., in as good repair as the same now or may at any time be placed by the lessor, as often as the same shall require it, damage by superior force, inevitable necessity of 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 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 lanes; keep all uncultivated portions of said land free from rank weeds and grass; and the said lessee, hereby agrees to pull all cockle burs that may grow on the said land before the first day of August of each year and also agrees to pull all cockle burs growing on said land after said date within five days after receiving notice from lessor, and on failure so to do by said date lessee hereby authorizes and directs the said lessor to hire said cockle burs pulled at lessee's expense, and lessee hereby agrees to pay lessor one dollar and fifty cents per day for each and every man lessor may engage to pull said burs, said payment to be made in cash, and to be paid as additional rent at the time the first rent note is due and to be a part thereof; said lessee also agrees to cut near the surface all weeds on said land within the limits of the public highway thereon, on or before the fifteenth day of August of each year; that he will neither burn or remove from said lands any of the straw raised on said land but stack the same on as small a place as possible on said place as directed by lessor; that he will thresh all small 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 before the thirty-first day of December of 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 crops and improvements thereon, and also for the purpose of removing therefrom at any time lessor's share of said crops as hereinafter stipulated, also to allow lessor, his agents, grantees or lessees 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. And in further consideration of this lease the party of the second part hereby agrees to cultivate said lands in the following crops, to-wit: Such crops as the said T.H. Penn may elect.

And to pay the party of the first part the annual cash rent of \$700.00 to be paid as follows, to-wit: \$700.00 on the 1st day of February, 1925, and \$700.00 on the 1st Feb. 1926, and \$700.00 on the 1st day of February 1927, of each succeeding year thereafter until the expiration of this lease as evidenced by the Three promissory notes of said second party of even date herewith and made a part hereof without copy attached.

Said second party further agrees to change the crop each year and to sow grass no acres each year and cultivate said grass seed in with the small grain sown; and first party to furnish the grass seed; said second party further agrees not to break up any of the grass or pasture land on said premises without the written consent of first party. That no change shall be made in the terms of this lease and no agreements between the lessor and the lessee in any way varying, adding to or taking from the terms of this lease, or directly or indirectly affecting the tenancy of this lease establish-

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writing and signed by the parties hereto; the object being to have all contracts touching said tenancy evidenced by writing, especially any agreement to sell or dispose of any part of the crop raised. The strict compliance with each and every condition of this contract shall be held and construed as the essence hereof and as the consideration and inducement for making the same. In the event that said second party sells or disposes of the crop raised on said premises before the notes given for the rent becomes due, said notes and rent shall become due and payable at once, and without notice, and the said first party may, at his election proceed by law to collect the same.

Said party of the second part shall not sell, mortgage or remove from said premises any of the crops raised thereon during this lease without the written consent of the party of the first part, unless all past due rent and rents becoming due for that current year are fully paid. It is understood that the said party of the first part shall have in addition to the lien given by law, a lien upon the term of this lease, and a lien upon all the property of the said party of the second part, used or situated upon the leased premises, whether said property is exempt from execution or not, for the whole amount of rent agreed to be paid by this lease; and in default of payment, said party of the first part may levy upon said property, and sell it to pay said rent.

Said second party further especially agrees not to allow any stock to run at large on any part of said land leased in the wet and muddy season of the winter and spring under a forfeiture of all second party's rights under this lease, and a failure to comply with this section of this lease said second party will pay said first party fifty cents per acre as liquidated damages for the violation hereof and this lease shall stand as security therefor, and said second party further agrees not to sublet any pasture or stock ground, or permit any stock other than their own on said leased premises.

And it is further agreed that if the lessee shall fail to pay his rent, as herein provided, and at 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 take immediate possession of said premises and may recover such possession by action of forcible entry and detainer; 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 are or may at any time be placed during this lease, reasonable wear and damage by fire as aforesaid superior force, or inevitable necessity alone excepted.

In Witness Whereof the said parties have hereunto set their names on the day first above written.

S.H.Trout.  
T.H.Penn.

State of Iowa, Guthrie County, ss.

On this 25 day of September A.D., 1923, before me personally appeared S.H.Trout & T.H.Penn to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

R.H.Dosh,

Notary Public in and for said County.

**NOTARIAL  
SEAL**

The Davenport Savings Bank