

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

W.O.DeBusk) Filed for record the 15th day of November A.D.1923, at  
 to (Cash Farm Lease. 2 o'clock P.M. Olive M.Garrison, Recorder.  
 C.R.Serviss) #2527 Fee \$1.75 ✓ Adelaide Nicholson, Deputy.  
 In Duplicate: This Article of Agreement, Made and entered into this 25th day of  
 August A.D.1923, by and between W.O.DeBusk of Madison County, Iowa, of the first part  
 and C.R.Serviss 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: 70 acres in Section three, Township 75, Range 27 and the ---Section  
 Township---Range --- together with all the buildings and improvements on the same, and  
 from the 1st day of March, 1924, to the last day of February, 1925, including both of  
 said days. And in consideration of the foregoing, the party of the second part cov-  
 enants and agrees that he will, during the term of this lease occupy and use said prem-  
 ises 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 he will carefully 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 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 by the lessor, as often as the same shall require it, damage  
 by supreme force inevitable necessity of fire from any other cause than 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 uncul-  
 tivated portions of said lands 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 dol-  
 lar 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  
 thereon 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 employing and making other improvements in the fall before

Witnessed by Gladys B. De Vault Recorder.  
By Paul Lucas Deputy.

W.O. DeBusk

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 1st day of April 1926

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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:

Lessee has the privilege of plowing up about four or five acres of meadow in southeast corner. Lessee represents that his stock and implements are clear of any encumbrance; and that he will take on said premises at least 4 head of horses, 3 cows with 7 calves, and 6 brood sows. And to pay the party of the first part the annual cash rent of \$500.00 to be paid as follows, to-wit: \$250.00 on the 1st day of October 1924 and \$250.00 on the 1st day of February, 1925 and \$-- on the --day of ---192- and \$--on the --day of ---of each succeeding year thereafter until the expiration of this lease as evidenced by the two 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 ---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 agreement 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 established, shall be deemed to exist between the parties hereto unless the same be reduced to 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 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 become 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 the 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. Said first party reserves the right to sell said leased premises at any time, in which event said second party agrees to give possession of said premises on the first day of March following said sale, provided said first party gives said second party 60 days notice thereof.

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 let 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 his 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 his 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 him-