

Mortgage Record No. 75, Madison County, Iowa

Rose E. Macy) to (Lease H. E. Pickett) #1807	Filed for record the 23rd day of Sept., A.D. 1924 at 9:55 o'clock A.M. Olive Garrison Crawford, Recorder. Paul Lucas, Deputy.
Fee \$.90 ✓	

THIS ARTICLE OF AGREEMENT: Made and entered into this 26th day of August, A.D., 1924, by and between Rose E. Macy of the County of Dallas, and State of Iowa, Lessor, and H. E. Pickett of the County of Madison and State of Iowa, Lessee, WITNESSETH: That the said lessor, for the consideration hereinafter expressed, has this day leased unto the said lessee, the following described premises, situated in the County of Madison and State of Iowa, to-wit:

Lot Nine (9) in Block Three (3), of the Original Town of Earlham.

with all the rights and appurtenances thereto belonging, for the term of five (5) years commencing on the 1st day of September, 1924, and ending on the 1st day of September 1929, and the said lessee hereby agrees to pay the said lessor as rent for the said premises, the sum of Twenty-five Dollars (\$25.00) every six months in advance, that is to say, Twenty-five Dollars (\$25.00) cash, the receipt whereof is hereby acknowledged, and Twenty-five (\$25.00) on the first day of each and every March and September during the pendency of this contract. The lessor hereby agrees that the lessee may erect a building or buildings on the said premises during the term of this lease but the materials used and the manner of construction of said building or buildings, shall be in accordance with the ordinances of the Town of Earlham, Iowa. And the lessor further agrees that any and all buildings erected by the lessee on said premises during the term of this lease, shall be, and shall remain, the property of the lessee, and the only claim the lessor may have on said building or buildings shall be for the amount of any taxes or assessments levied or assessed against the above described premises and paid by the lessor, for snow or ice removed from the side walk by the Town of Earlham, which snow or ice the lessee should have removed, and a land lord's lien for rent due and unpaid, but the lessee may at any time during the term of this lease remove any or all of said buildings from said premises and the land lord's lien shall not attach on said building or buildings removed for rental to become due beyond the then current six months period. The lessor also agrees that the lessee may sub-rant all or any part of said premises. The lessee agrees to remove said building or buildings from said premises at the expiration of this lease, and to leave the premises in good condition, free from trash and rubbish. The lessee agrees to keep the weeds cut and grass mowed, during the season, and to keep ice and snow removed from sidewalks in accordance with the ordinances of the Town of Earlham and to comply with the requirements of the Board of Health, at his own expense.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names on the date first above written.

Lessor Rose E. Macy

Lessee H. E. Pickett.