

Mortgage Record No. 75, Madison County, Iowa

Koch Brothers, Inc. Des Moines 17335

shall stand security therefor, the same as for the payment of said notes. And in case of proceedings to foreclose this mortgage, then the said mortgagors agree to pay a rea-

year last above written. made under my hand and seal of office the day and

Fred C. Warnke,

Notary Public in and for said County.

NOTARIAL
SEAL

H.G. Phillips () Filed for record the 25th day of February A.D. 1924, at
to (Farm Lease. #350 Fee \$1.00 5 o'clock P.M.
Russell E. Croft & wife) Olive Garrison Crawford, Recorder.
AGREEMENT OF LEASE, This day made between H.G. Phillips of the County of Madison and
State of Iowa, first party, and Russell E. Croft and Blanch C. Croft, husband and wife,
of the County of Madison and State of Iowa, Second party. The second party agrees to
pay to the first party Eight Hundred and no/100 DOLLARS, for which he has given his
Two Promisory note of even date herewith as memorandum of this debt Three Hundred pay-
able Sept. 15, 1924, and Five Hundred payable Feby. 1, 1925 for the rent for the period
hereinafter stated of the premises situated and described as follows: Part of Section
33, Township 76, Range 29, West South Half ($\frac{1}{2}$) of the Northeast Quarter of Section
Thirty-three (33) in Township Seventy-six (76) North of Range Twenty-nine (29) West of
the 5th P.M., Iowa, (about 80 acres) 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 ex-
cepted); and that in case of immediate possession be not given on the expiration or for-
feiture of this lease, to pay to the first party ten dollars (\$10) per day for each and
every day the premises are thus withheld. The said second party agrees to use said
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 first day
of March, 1924, 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 seed the same to grain or grass, also granting same part-
ies privilege to go upon premises at all times to make fences, buildings or other improv-
ements; to show premises to prospective buyers, or for any other purpose which will not
interfere with rights or privileges of second party.

Second party further specially agrees not to allow cockle burs, burdock, velvet

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KOCK BROTHERS, INC., DES MOINES, IOWA 50319

sides adjoining. That he will haul out and properly spread on the 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. The 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 at all times keep the premises in as good condition as their reasonable use will permit, usual casualty and fire not caused by second parties carelessness only excepted.

The rent to be paid punctually, according to 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 said second party, or any attempt to dispose of the crop without the consent of the landlord, or an abandonment of the premises, or failure of the tenant to farm the land in good farmer-like manner, shall mature the notes given for the 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 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 security for the rent, shall not effect the lien herein stated. No repairs will be made by the lessor except as herein stated, and it is agreed that the lessor shall not be liable for any damage to crops, though such damage might have been prevented by proper fencing.

Lessor agrees to furnish the material and Lessee agrees to furnish the labor in making any needed repairs on said premises, without expense to lessor. Lessor will furnish alfalfa seed for about 4 or 5 acres south of barn, to be seed down by lessee without expense to lessor.

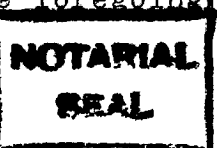
All live stock taken on the place will be so far as this lease is concerned clear of incumbrance. And the first party agrees and covenants, that upon the payments of the rents as herein specified, and the fulfillment of the covenants herein made, to maintain said second party, their heirs or assigns, 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 first day of Feby., 1924.

H.G. Phillips.
 Russell E. Croft.
 Blanche C. Croft.

State of Iowa, Madison County, ss.

On this 25th day of February A.D. 1924, before me S.A. Hays, a Notary Public in and for said County, personally appeared H.G. Phillips and Russell E. Croft and wife, Blanche C. Croft, to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are 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.

S.A. Hays,
 Notary Public in and for said County.



Filed for record the 26th day of February A.D. 1924.