

# Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES, IOWA

and deed. Witness my hand and notarial seal the date last above written.

R.F. Sehmman,  
Notary Public, Dallas County, Iowa.

NOTARIAL  
SEAL

J.M. Goodrich) Filed for record the 8th day of April A.D. 1924 at 10/35  
to (Farm Lease. o'clock A.M. Olive Garrison Crawford,  
A.W. Simmerman & wife) #883 Fee \$1.25 ✓ Recorder.

This Article of Agreement Made and entered into this 3rd day of April A.D. 1924, by and between J.M. Goodrich of the County of Clarke, State of Iowa, of the first part, and A.W. Simmerman and wife, of the second part; WITNESSETH; That the said party of the first part has this day

leased unto the party of the second part the following described premises, to-wit: North  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 34, Twp. 74, Range 28, and the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 3; and the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 4, Twp. 73, Range 28, Madison and Union Counties.

Together with all the buildings and improvements on the same for the term of one year, from and after the 1st day of March A.D., 1924, at the rate of cash rent to be paid as follows, to-wit: Eight Hundred Fifty (\$850) Dollars, for the entire premises, the same being evidenced by a promissory note of even date herewith drawing eight per cent, interest after due date. The same being due and payable November 15th, 1924. The same to be paid out of the first crops sold from said premises.

Second parties agree to take the premises as they now are, and to feed all roughness on the premises.

All of said farm that is in cultivation is to be well cultivated by the second party. And the said party of the second part covenants that they will use said premises as a farm & home and for no other purpose whatever, and that they especially will not let said premises or permit the same be be used for any unlawful business or purpose whatever; that they will not sell, assign or underlet or relinquish said premises without the written consent of the first party, under penalty of a forfeiture of all their rights under this Lease, at the election of the first party; and that they will guard said property, with buildings, gates, fences, vines, shrubbery, etc., from all damage; that they will keep the buildings, glass, gates, fences, etc., in as good repair as the same now are or may be at any time placed in by the first party, or as often as the same shall require it, and at the expiration of this Lease or upon a breach by the said second party of any of the covenants herein contained they will, without further notice of any kind, quit and surrender the possession and occupancy of said premises, in as good condition as careful use and natural wear and decay thereof will permit.

Second party is to haul out all manure on said premises, in the summer and fall, and place it where the first party desires. No furrows to be run so as to cause ditches to wash in said premises, unless first having written consent of first party. Second party is to trim all hedge fence twice each year, cut or pull cockle burs, velvet weeds, burdock and all other noxious weeds growing on entire farm before they go to seed, and keep the highways adjoining said land mowed; all to be done under the supervision and direction of the first party or his agent, and is made a part of the consideration herein. That owner of said land retains the right, by himself or agent, to go on leased premises at any time for any lawful purpose.

First party reserves all power and right under this lease to declare said Lease at an end and reserves the right to take possession at any time he may elect, upon non-payment of rent when due, or failure of second party to keep the buildings, gates, fences and other property belonging to said premises in as good condition as expressed in this Lease. A failure of second party to give immediate possession, shall constitute a forcible detainer, and having no rights under this Lease whatever; and the first party may distrain for such rent or damage, whether the same would otherwise have been due or not any and all goods and chattels, or any other property used or kept on said premises, whether the same be exempt from execution or not. Second party waives all legal right he now has or may have to hold or retain any such property, under any exemption laws

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the first party a valid and first lien upon any and all goods and chattels, and on any other property belonging to second party, and the second party waives all his rights to any notice from first party electing to declare this Lease at an end under any of its provisions, or any demand for payment of rent or possession of the premises leased herein. Second party further states that -- own -- free of all encumbrance, ---head of horses, --head of cattle, --head of mules, ---head of hogs, all of which---will bring and keep upon said premises. Said second party is to accept the fences and buildings upon said leased premises in present condition. All payments from second party shall become due and payable upon his forfeiture of said Lease or his abandoning said premises, and if it becomes necessary for the first party to bring action at law to recover possession, damage or rent, second party agrees to pay a reasonable attorney's fee therefor, and all costs attending the same. In Witness Whereof, the said parties have hereunto subscribed their names the date above written.

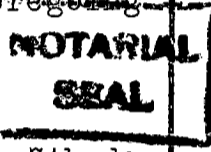
J.M. Goodrich.  
A.W. Simmerman.  
M. Simmerman.

In the presence of  
State of Iowa, Clarke County, ss.

Be It Remembered, That on this 3rd day of April A.D., 1924, before the undersigned, O.M. Slaymaker, a Notary Public in and for said County, personally appeared J.M. Goodrich, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

O.M. Slaymaker,  
Notary Public.



I hereby assign this lease to the Weldon Savings Bank of Weldon, Iowa, this 7th day of April, 1924, together with all lien given me.

J.M. Goodrich.

(Gem Barker Jenkins) Filed for record the 8th day of April A.D., 1924 at