

Mortgage Record, No. 82, Madison County, Iowa

L. O. Evans

#54

Filed for record the 10 day of January
A. D. 1930 at 11:05 o'clock A. M.

to

Fee \$1.20 ✓

Mildred E. Knott, Recorder
Zelda Wildin, Deputy.

Standard Oil Co.

LEASE

This Indenture, made this 17th day of July, 1928, by and between L. O. Evans of Winterset, first party, and STANDARD OIL COMPANY, an Indiana corporation, second party, WITNESSETH:

That in consideration of the covenants and agreements of the second party hereinafter set forth, said first party hereby leases to said second party the following described premises, situated in the County of Madison and State of Iowa, towit:

the South $\frac{1}{2}$ of lot (1) In Block (1) Danforths add. town of Winterset Ia.

together with all equipment thereon or connected therewith, and now owned and operated by said first party as a filling station, from the 1st day of July, 1928, to the 1st day of July 1929, at the rate of One hundred twenty Dollars (\$120.00) per annum, payable in equal monthly installments at the end of each month, by check delivered or mailed to first party, his personal representatives or assigns, at No.....Street,....., (City)....., unless and until first party shall have notified second party in (State) writing to pay said rent at a different address; said second party reserving the right to terminate this lease at any time by giving to first party ten days' written notice of its intention to so terminate said lease.

And said first party further covenants and agrees as follows:

1. That during the term of said lease he will pay all general and special taxes and any water, light or heat taxes or expenses that may be levied and assessed against said premises or property owned by him, located thereon, and will keep said premises at all times in good repair.

2. That at the expiration of this lease by lapse of time or otherwise, said second party shall have and is hereby given the right at any time, within thirty (30) days after such termination, to enter upon and remove from said premises, any equipment by it at any time placed thereon.

3. The first party agrees to replace at his own expense any equipment which becomes worn out through ordinary use, or is broken or otherwise damaged or destroyed through no fault of second party.

4. That second party shall have, and is hereby given, the privilege of extending this lease for a period of Five (5) years from the date of its expiration, under the same terms and conditions as herein specified, at the rate of One hundred Eighty Dollars (\$180.00) per annum payable as above specified. Second party shall give said first party notice in writing of its election to exercise said option of extension and/or purchase, at least thirty (30) days prior to the expiration of said lease, or any renewal thereof, and Pearlle Evans, wife of said first party, joins in this option of purchase and agrees in event of the exercise of the said option of purchase by said second party, to join said first party in the execution of a proper deed of conveyance, and said first party agrees that if said option of purchase is exercised, he will convey a merchantable title to said real estate by good and sufficient warranty deed, with release of dower, homestead or other rights of his wife, and free from all incumbrances whatsoever, and will furnish a merchantable abstract showing merchantable title to said land in said first party, free from all liens and incumbrances, brought down to the date of conveyance.

In consideration of the covenants and agreements by said first party to be kept and performed, said second party covenants and agrees as follows:

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BOONE BLANK BOOK CO., BOONE, IOWA 21144-28

(Dollars) (\$800.00)."

L. O. Evans (SEAL)
First Party.

STANDARD OIL COMPANY (INDIANA)

COMPARED

By Amos Ball
General Manager.