



# REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Robert L. Bensmiller and Ann Dirksen Fahrner

("Sellers"); and

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Van Buren  
County, Iowa, described as:

Tract 4; 160 acres, more or less, located in Section 28 of Village Township, Van Buren County, Iowa.

The exact legal description to be governed by the abstract of title.

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of which

Dollars (\$ \_\_\_\_\_) has been paid. Buyers shall pay the balance to Sellers at \_\_\_\_\_

or as directed by Sellers, as follows:

An amount comprising 20% of the purchase price shall be paid on November 22, 2008, with the balance to be due on or before December 22, 2008. Subject to delivery of marketable title.

2. **INTEREST.** Buyers shall pay interest from     n/a     on the unpaid balance, at the rate of          percent per annum, payable          percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance. Buyers shall also pay interest at the rate of          percent per annum, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay          all taxes currently on the books at the Van Buren County Treasurer's office plus a tax prorate to the date of possession, based on the last available tax statement

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract or All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on 22 Dec 2008\*\*, provided Buyers are not in default under this contract. Closing shall be on December 22, 2008, subject to delivery of marketable title.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract          and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy, or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.** a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

\*\* See also paragraph i. in Addendum.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.  
d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.  
e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

**12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

**13. JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

**14. TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**15. PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

**16. CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**17. RELEASE OF RIGHTS.** Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

**18. CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

**I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.**

Dated: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ BUYERS

Dated: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ BUYERS

**19. ADDITIONAL PROVISIONS.**

See attached Addendum.

Dated: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Robert L. Bensmiller \_\_\_\_\_

Ann Dirksen Fahrer \_\_\_\_\_ SELLERS \_\_\_\_\_ BUYERS

STATE OF IOWA, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by,

Robert L. Bensmiller; \_\_\_\_\_

\_\_\_\_\_, Notary Public



STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ Ann Dirksen Fahrer, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) voluntary act and deed.

\_\_\_\_\_, Notary Public in and for said State.

(Section 556.35, Code of Iowa)

Acknowledgment: For use in the case of natural persons acting in their own right

#### ADDENDUM FOR TRACT #4

- a. For land currently enrolled in the CRP program with payment due in October of 2009, said payment shall be pro-rated to the date of possession. Buyers agree to follow all requirements, conservation plans and practices required by the FSA to maintain eligibility to participate in federal farm programs. Buyers agree that in the event their actions terminate said eligibility, Buyers agree to be responsible for and pay any amounts due FSA for termination of farm program benefits.
- b. It shall be the obligation of the buyer to report to the Van Buren County FSC office and show filed deed to receive his/her allotted base acres and all future payments. Said pro-ration shall be based upon date of closing and possession.
- c. The buyer(s) acknowledge that he/she has carefully and thoroughly inspected the real estate to their satisfaction and is familiar with the premises. The buyer is buying this real estate in it's "as is" condition and there are no express or implied warranties pertaining to the same.
- d. Buyer(s) agree that any maintenance, seeding or other actions required by the FSA for re-enrollment of the CRP acres or resulting from inspection of current CRP acres shall be solely at the expense of the Buyer(s).
- e. This real estate is selling subject to public road easements and all other easements of record.
- f. The Buyers shall be responsible for any desired fencing in accordance with the laws of the State of Iowa.
- g. If in the future a site clean up is required it shall be at the expense of the buyer.
- h. Users of any existing drain and tile lines, which cross property boundaries, have the right to maintain, repair or replace those lines. Should any damage occur, the person causing the damage would reimburse the owner of that property or crop.
- i. The buyer(s) acknowledge that the real estate being purchased under this agreement is subject to a farm tenant lease on 78 acres with annual cash rent of \$90.00 per acre due on November 15<sup>th</sup> of each year. This lease is in effect through the 2014 crop year with the Tenant, Mark Rogers. The Seller has attached a copy of said lease.

- j. Sellers shall retain all cash rent due for the 2008 crop year.
- k. Sellers reserve all growing crops.
- l. Buyers shall control the hunting rights on this real estate upon closing.

# Cash Farm Lease

Continued  
 This lease is entered into this      day of April 2, 19-2003 between  
Mildred H. Benschmiller landlord, of 1007 North Lucas  
Mt. Pleasant, Iowa 52641  
 (address)  
Spouse deceased spouse, of  
    

hereafter known as "the landlord," and  
Mark L. Rogers (address)  
Rebber of R. R. 1  
Doubs, Iowa 52551  
 (address)  
Caralee Rogers spouse, of  
(Same as above)  
 (address)

## I. PROPERTY DESCRIPTION

The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposes, the following described property:  
Farm 2140, Van Buren County, Keosauqua,  
Iowa, 78 tillable acres not in CRP or  
timber reserve.  
      
 consisting of approximately 78 acres situated  
 in Van Buren County County  
Iowa (State) with  
 all improvements thereon except as follows:  
      
      
    

## III. LAND USE

A. General provisions. The land described in Section I will be used in approximately the following manner. If it is impracticable in any year to follow such a land use plan, appropriate adjustments will be made by mutual agreement between the parties.  
Cropland  
     Acres  
     Acres  
     Acres  
     Acres  
 Total  
 B. Restrictions.  
      
      
    

## II. GENERAL TERMS OF LEASE

A. Time period covered. The provisions of this agreement shall be in effect for 7 year(s), commencing on the      day of     . This is a lease continuation from 1997. This lease shall continue in effect from year to year thereafter unless written notice of termination is given by either party to the other at least      days prior to expiration of this lease or the end of any year of continuation.  
 B. Review of lease. A written request is required for a general review of the lease or for consideration of proposed changes by either party, at least      days prior to the final date for giving notice to terminate the lease as specified in IIA.  
 C. Amendments and alterations. Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant.  
 D. No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to be a partnership or otherwise create a partnership relation.  
 E. Transfer of property. If the landlord should sell or otherwise transfer title to the farm, he will do so subject to the provisions of this lease.  
 F. Right of entry. The landlord reserves the right for himself, his agents, his employees, or his assigns to enter the farm at any reasonable time to: a) consult with the tenant; b) make repairs, improvements, and inspections; and c) (after notice of termination of the lease is given) do plowing, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations.  
 G. No right to sublease. The landlord does not convey to the tenant the right to lease or sublease any part of the farm or to assign the lease to any person or persons whomsoever.  
 H. Binding on heirs. The provisions of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties, except as provided by mutual written agreement.  
 I. Additional provisions.  
      
      
    

C. Government programs. The extent of participation in government programs will be discussed and decided on an annual basis. The course of action agreed upon shall be placed in writing and be signed by both parties. A copy of the course of action so agreed upon shall be made available to each party.

## IV. AMOUNT AND PAYMENT OF RENT

A. Cash rental rates. The tenant agrees to pay as cash rent the amount as calculated below for each kind of land; or, one total may be entered for ENTIRE FARM UNIT.

Kind of Land or Improvements	Acres	Rate/ Acre	Amount of Cash Rent	
			Kind of Land or Improvements	Amount
Row Crops tillable	78A.	\$ 70.00		\$ 5,460
Small Grains		\$		\$
Legumes		\$		\$
Permanent Pasture		\$		\$
Timber		\$		\$
Waste		\$		\$
Farm Buildings	XXXXXX	XXXXXX		\$
Dwelling	XXXXXX	XXXXXX		\$
Other				\$
ENTIRE FARM UNIT		\$XXXXX		\$ 5,460

B. Rental payment. The annual cash rent shall be paid as follows:  
 \$      on or before 15<sup>th</sup> day of NOV. (month),  
 \$      on or before      day of      (month),  
 \$      on or before      day of      (month),  
 \$      on or before      day of      (month).

If rent is not paid when due, the tenant agrees to pay interest on the amount of unpaid rent at the rate of      percent per annum from the due date until paid.

C. Rental adjustment—Additional agreements in regard to rental payment:

in order to operate this farm efficiently and to maintain it in a high state of productivity, the parties agree as follows:

A. The tenant agrees:

1. General maintenance. To provide the unskilled labor necessary to maintain the farm and its improvements during his tenancy in as good condition as it was at the beginning. Normal wear and depreciation and damage from causes beyond the tenant's control are excepted.

2. Land use. Not to: a) plow permanent pasture or meadowland, b) cut live trees for sale or personal uses, or c) pasture new seedlings of legumes and grasses in the year they are seeded without consent of the landlord.

3. Insurance. Not to house automobiles, motortrucks, or tractors in barns, or otherwise violate restrictions in the landlord's insurance policies without written consent from the landlord. Restrictions to be observed are as follows:

Tenant will carry liability and crop insurance as he deems necessary to protect his interests.

4. Noxious weeds. To use diligence to prevent noxious weeds from going to seed on the farm. Treatment of the noxious weed infestation and cost thereof shall be handled as follows:

By tenant.

5. Addition of improvements. Not to: a) erect or permit to be erected on the farm any nonremovable structure or building, b) incur any expense to the landlord for such purposes, or c) add electrical wiring, plumbing, or heating to any building without written consent of the landlord.

6. Conservation. Control soil erosion as completely as practicable; keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures.

7. Damages. When he leaves the farm, to pay the landlord reasonable compensation for any damages to the farm for which he, the tenant, is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the tenant are excepted.

8. Costs of operation. To pay all costs of operation except those specifically referred to in Sections V-A-4 and V-B.

9. Repairs. Not to buy materials for maintenance and repairs in an amount in excess of \$\_\_\_\_\_ within a single year without written consent of the landlord.

VI. ARBITRATION OF DIFFERENCES

Any differences between the parties as to their several rights or obligations under this lease that are not settled

Maria Lopez (tenant)

\_\_\_\_\_  
(tenant spouse)

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_  
SS: \_\_\_\_\_

On this 5th day of April

Robert Beer and Latina Adubilla  
the undersigned, a Notary Public in said State, personally appeared

A.D., 2003, before

and \_\_\_\_\_, to me known to be the identical persons named in and who executed

the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Thomas J. Nickel

B. The landlord agrees:

1. Loss replacement. To replace or repair as promptly as possible the dwelling or any other building regularly used by the tenant that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant or to make rental adjustments in lieu of replacements.

2. Materials for repairs. To furnish all material needed for normal maintenance and repairs.

3. Skilled labor. To furnish any skilled labor for tasks which the tenant himself is unable to make satisfactorily. Additional agreements regarding materials and labor are: \_\_\_\_\_

4. Reimbursement. To pay for materials purchased by the tenant for purposes of repair and maintenance in an amount not to exceed \$\_\_\_\_\_ in any one year, except as otherwise agreed upon. Reimbursement shall be made within \_\_\_\_\_ days after the tenant submits the bill.

5. Removable improvements. Let the tenant make minor improvements of a temporary or removable nature, which do not mar the condition or appearance of the farm, at the tenant's expense. He further agrees to let the tenant remove such improvements even though they are legally fixtures at any time this lease is in effect or within \_\_\_\_\_ days thereafter, provided the tenant leaves in good condition that part of the farm from which such improvements are removed. The tenant shall have no right to compensation for improvements that are not removed except as mutually agreed.

6. Compensation for crop expenses. To reimburse the tenant at the termination of this lease for field work done and for other crop costs incurred for crops to be harvested during the following year. Unless otherwise agreed, current custom rates for operations involved will be used as a basis of settlement.

C. Both agree:

1. Not to obligate other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.

2. This lease extends to include crop years 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 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3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700, 3701, 3702, 3703, 3704, 3705,

ADDENDUM TO CASH RENT LEASE

FARM NO. 2140

THIS ADDENDUM to cash rent lease executed on the 2<sup>nd</sup> day of April, 2003 by and between Mildred H. Bensmiller, Landlord, now deceased, with such interest having passed due to the extinguishment of her Life Estate to Robert L. Bensmiller and Ann Dirksen Fahrer, remaindermen successors to the Life Estate of Mildred L. Bensmiller and Mark L. and Caralee Rogers, husband and wife, Tenants.

WITNESSETH:

WHEREAS, the Landlord and Tenant desire to amend the original cash rent lease to extend the term of the cash rent lease as described in Section II paragraph A and in Section V paragraph C (2) and to increase the cash rent as described in Section IV paragraph A and to terminate and void the provision granting control of various hunting rights to the Tenant, as described under Section V. paragraph C (2) of the original cash rent lease.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS DESCRIBED HEREIN AND ALL OTHER VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

1. That Section II paragraph A and Section V Paragraph C (2) are hereby amended to extend the term of this cash rent lease for an additional six (6) years to include the crop years of 2009, 2010, 2011, 2012, 2013 and 2014.

2. That Section IV paragraph A is hereby amended to increase the cash rent paid per acre to \$90.00 making the total annual cash rent \$7,020.00 commencing with the 2009 crop year. Cash rent is payable in full each November 15<sup>th</sup> of the respective crop year.
3. That the portion of Section V paragraph C (2) addressing control of hunting rights by the Tenant is hereby deleted from the lease.
4. That in all other respects, the terms of the original cash rent lease shall remain unchanged and are hereby confirmed and accepted by the Parties.

Dated this \_\_\_\_ day of October, 2008.

Mark L. Rogers  
 Mark L. Rogers, Tenant

Robert L. Bensmiller  
 Robert L. Bensmiller, Landlord

Caralee Rogers  
 Caralee Rogers, Tenant

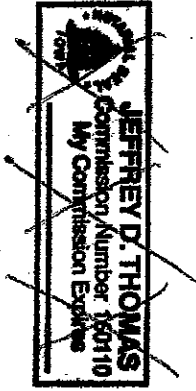
Ann Dirksen Fahler  
 Ann Dirksen Fahler, Landlord

State of Iowa )  
 ) ss.  
 County of Henry )

On this 15<sup>th</sup> day of October, 2008, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared

Mark L. Rogers and Caralee Rogers  
Husband and Wife

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged to me that they executed the same as their voluntary act and deed.



Jeffrey D. Thomas  
 Notary Public in and for the State of Iowa




State of Iowa )  
 ) ss.  
County of Henry )

On this 16<sup>th</sup> day of October, 2008, before me, the undersigned  
Notary Public in and for the State of Iowa, personally appeared

Robert L. Benson: lhel

to me known to be the identical persons named in and who executed the foregoing  
instrument and acknowledged to me that they executed the same as their voluntary act  
and deed.



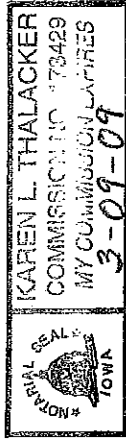
  
Notary Public in and for the State of Iowa

State of Iowa )  
 ) ss.  
County of Bremen )

On this 23 day of October, 2008, before me, the undersigned  
Notary Public in and for the State of Iowa, personally appeared

Ann Dirksen Fahrak

to me known to be the identical persons named in and who executed the foregoing  
instrument and acknowledged to me that they executed the same as their voluntary act  
and deed.



  
Notary Public in and for the State of Iowa