

5. THAT SECOND PARTY WILL NEITHER CUT NOR SUFFER TO BE CUT ANY TREE OR TREES ON SAID PREMISES OF A DIAMETER OF FOUR INCHES OR GREATER, PRIOR TO WRITTEN APPROVAL THEREOF BY FIRST PARTY, OR HER REPRESENTATIVES.

THE WAIVER BY FIRST PARTY OF ANY TERM, COVENANT, STIPULATION OR CONDITION HEREOF, OR ANY BREACH OF ANY OF THE SAME, SHALL NOT BE NOR SHALL IT BE DEEMED TO BE A WAIVER OF ANY OTHER TERM, COVENANT, STIPULATION OR CONDITION HEREOF OR OF ANY SUBSEQUENT BREACH OF ANY OF THE SAME.

FIRST PARTY AND HER REPRESENTATIVES MAY AT ALL TIMES HAVE FREE ACCESS TO SAID PREMISES AND EVERY PART THEREOF FOR PURPOSES OF INSPECTION.

UPON SECOND PARTY'S FAILURE TO MAKE ANY OF THE PAYMENTS AFORESAID PUNCTUALLY AND UPON STRICT TERMS AND AT THE TIMES ABOVE SPECIFIED, OR UPON HIS BREACH OF ANY OF THE OTHER TERMS, COVENANTS, STIPULATIONS OR CONDITIONS HEREOF, FIRST PARTY MAY DECLARE THIS CONTRACT BREACHED AND TERMINATED AND ALL MONEYS THERETOFORE PAID AND IMPROVEMENTS MADE UPON SAID PREMISES SHALL BE KEPT AND RETAINED BY FIRST PARTY AS RENTAL AND AS THE AGREED AND LIQUIDATED DAMAGES FOR THE ALTERATION OF SAID PREMISES, AND NOT AS A PENALTY, AND IN SUCH EVENT ALL THE RIGHT AND INTEREST OF SECOND PARTY, OR HIS ASSIGNS, IN SAID PROPERTY AND PREMISES SHALL UTTERLY CEASE AND TERMINATE.

UPON THE PUNCTUAL PAYMENT BY SECOND PARTY OF THE SEVERAL SUMS TO BE PAID AS HEREIN PROVIDED, AND FAITHFUL COMPLIANCE BY HIM WITH EACH AND ALL OF THE SEVERAL TERMS, COVENANTS AND CONDITIONS HEREOF BY HIM TO BE KEPT AND PERFORMED, EACH AND ALL OF WHICH, INCLUDING TIME, ARE OF THE ESSENCE OF THIS AGREEMENT, FIRST PARTY OR HER ASSIGNS WILL DELIVER TO SECOND PARTY, OR HIS ASSIGNS, THE USUAL FORM OF WARRANTY DEED, FREE FROM LIENS OR INCUMBRANCES DONE OR SUFFERED BY SAID FIRST PARTY OR HER ASSIGNS SUBSEQUENT TO THE DATE OF THIS CONTRACT.

THIS AGREEMENT SHALL IN ALL RESPECTS BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS IN DUPLICATE THE DAY AND YEAR FIRST ABOVE WRITTEN.

EXECUTED IN THE PRESENCE OF

JANET C. WHITAKER

WALTER CHAMBERS
AS TO FIRST PARTY.

ALEXANDER SWECK

JOHN A. LAINE
AS TO SECOND PARTY.

RAY C. SWENSSON (SEAL)
FIRST PARTY.

J. L. WILKINS (SEAL)
Second Party

STATE OF IOWA,)
) ss.
COUNTY OF SCOTT.)

BE IT REMEMBERED, THAT ON THIS 25TH DAY OF MARCH, 1920, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED RAY C. SWENSSON, WHO IS KNOWN TO ME TO BE THE IDENTICAL INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL THE