

THIS AGREEMENT, Made and entered into this 1st day of January, 2015, between Arthur M. Wischart, as Trustee, Party of the first part (hereinafter called the "Lessor"), and Jeannie Helsley, Party of the second part, (hereinafter called the "Lessee"):

WITNESSETH: That in consideration of the hereinafter mentioned rental to be paid by the Lessee to the Lessor, the Lessor does hereby demise and lease unto the Lessee the

House, barn, and yard at 5640 Oxford-Gettysburg Rd, Eaton, Ohio 45320

It is agreed between the parties hereto:

1. This lease is to run from the month to month from the 1st day of January, 2015, and that either party hereto may terminate the same at any time by giving to the other written notice of thirty days;
2. That the Lessee will pay to **Wischart Farm Address: PO Box 362, Eaton, Ohio 45320** as and for the rental for said premises the sum of \$438 per month for January and a like payment on the 1st day of each month thereafter;
3. That the Lessee shall not without the written consent of the Manager Real Estate of the Lessor use the leased premises for any purpose other than single family residence and shall not without such consent sublet or assign the whole or any part thereof;
4. That the Lessee will keep said premises orderly and in good repair, usual wear and tear excepted, and will not make, or permit to be made, any improvements, alterations or additions thereto without the written consent of said Manager Real Estate. The Lessee will permit the Lessor, through its representatives, to enter at any time upon the leased premises to inspect the condition of same;
5. That the Lessee covenants and agrees to indemnify and save the Lessor harmless from and against any and all loss, claims or liability for personal injury occurring on the leased premises or in connection with the use thereof, including death resulting from such personal injury, to the Lessee or Lessee's agents, employees or licensees, and for damage to the leased premises or loss of or damage to property, to whomsoever belonging, on the leased premises, caused by, arising out of or incident to the condition, existence, use or occupancy of said leased premises, or by the business carried on by the Lessor, or by the negligence of the Lessor, its agents, servants or employees, or otherwise;
6. That the Lessor will not be responsible for burst or leaking water pipes, and does not undertake to furnish water, light or heat, and that the Lessee will pay all bills for water, light or heat occurring during the Lessee's occupancy of the premises;
7. The Lessee agrees that artificial lighting in pump houses, warehouses, or other enclosures where oil or other inflammable fluid supplies are handled or stored, except when in unbroken original containers, shall be by electricity, and this electrical installation and any other electrical installations on such premises shall conform to and be maintained in accordance with the PROVISIONS OF THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE WITH RESPECT TO CLASS 1 HAZARDOUS LOCATIONS, and also in accordance with requirements of any local ordinance, or State or Federal laws which may be in effect during the term of this lease;
8. That upon default by the Lessee in the payment of said rental or in the performance of any of the Lessee's undertakings herein, the Lessor may terminate this lease, but except where it is expressly otherwise provided herein that the lease shall be forthwith terminated, the Lessor shall give the Lessee ten days written notice by registered mail of the default for which the Lessor proposes to terminate the lease, and if at the expiration of said ten days the Lessee still remains in default the lease shall be terminated without further notice by and between the parties hereto and the Lessee will peaceably vacate the premises. The failure of the Lessor to avail itself of the privilege of termination for any previous default shall not constitute a waiver of its right to terminate for any subsequent default;
9. If the Lessee shall be adjudged a bankrupt or if it shall make an assignment for the benefit of its creditors or if a receiver be appointed for it in insolvency proceedings, or if the Lessee's interest herein shall be sold under execution or other legal process without the written consent of the Lessor, or if said interest by operation of law passes to any person or persons then the Lessor may at its option declare the lease forthwith terminated and may enter upon and take possession of the leased premises.

WITNESS

By _____

Arthur M. Wischart
as agent Farm mgr.
LESSOR

WITNESS

LESSEE

Jeannie Helsley
LESSEE