## **HUNTING LEASE AGREEMENT**

## STATE OF ILLINOIS

## **COUNTY OF EDWARDS**

KNOW ALL MEN BY THESE PRESENTS, Illinois First Mortgage, Inc. (herein called "Lessor"), for and in consideration of the rental herein received by Lessor and of the covenants herein specified and to be kept and performed by LARRY LINGAFELTER (herein called "Lessee"), the receipt whereof is acknowledged, does hereby grant, bargain, sell and convey unto Lessee, subject to the terms and conditions hereinafter set forth, the full, free, and nonexclusive right, license and authority for a term beginning May 15, 2016 and continuing to May 15, 2017, lawfully to fish and hunt, shoot, pursue, take, kill and carry away Whitetail Deer and Eastern Wild Turkey, on the lands located in Edwards County, Illinois, containing 205 acres, more or less, and specifically described in Exhibit "A" attached hereto and made a part hereof, together with the power to protect game on said premises against trespass of all persons except Lessor and as otherwise provided herein.

## THIS LEASE IS EXECUTED UPON THE FOLLOWING TERMS AND CONDITIONS:

- 1. For the term on this lease (May 15, 2016 to May 15, 2017) Lessee shall pay as rental for the lands hereby leased the sum of \$1,000.00 upon the signing of this Agreement.
- 2. Lessee agrees to obey all applicable game laws, including but not limited to, all Federal, State and local regulations relating to the seasons during which game may be hunted.
- 3. Lessee agrees to exercise due care and take all necessary precautions to guard against forest fires and other injuries to crops or trees and to avoid damage or injury to any property which Lessor may have or may permit others to have upon the land subject to this lease. Lessee further agrees to use its best efforts to extinguish any fires that may commence or take place on said premises and to

report promptly to Lessor and the appropriate state authorities all fires that may take place on said premises or in the vicinity thereof.

- 4. Lessee shall have free ingress and egress over and across said lands as may be necessary for the full enjoyment of rights granted hereunder, provided only that the trees being grown upon the land and the fences and improvements thereon shall not be damaged or destroyed, and Lessee shall be responsible for maintaining established roads in as good or better condition as they were at the beginning of each lease period, except that Lessee shall not be held responsible for damage caused by Lessor.
- 5. Lessee covenants and acknowledges that it is familiar with the condition of said lands and that LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION THEREOF, WHETHER LATENT OR PATENT, OR THE SUITABILITY THEREOF FOR THE PURPOSE FOR WHICH LET OR OTHERWISE.
- 6. Lessee agrees to exercise due and proper regard for rights of adjoining landowners and people of the community in exercising the privileges granted hereunder, as well as due courtesy and safety precautions toward others in the area.
- 7. Lessor will not permit any other person to fish or hunt on said lands or to take game there from, except those having fishing privileges whose names have been disclosed by Lessor to Lessee.
- 8. Lessee agrees to indemnify Lessor from any and all liability, damages, causes of actions and expenses (including attorneys' fees) for damage to property or injury to or death of persons which may arise out of or in any way to the condition (whether latent or patent) of the lands hereby leased or from the exercise by Lessee, its invitees, guests, servants, agents, contractors and employees, of the rights granted under and during the term of this Lease.
- 9. Should Lessee violate the applicable game laws or otherwise materially breach any provision of this Lease, Lessor may terminate this Lease by giving ten (10)

days written notice at the address given below. In the event this Lease is terminated under this paragraph, Lessor shall retain all rental payments made prior to termination pursuant to this Lease and any unearned part thereof shall be and become liquidated damages for breach of this Lease.

- 10. Lessee has complete control of trespassers. Lessee may post signs at various locations stating that this property is leased property and no hunting, no fishing, no trespassing allowed.
- 11. Lessee agrees that his use of the land for fishing and hunting will not interfere in any way with the farming of the land by the farm tenants.
- 12. The terms and conditions of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Illinois. If any provision or requirement of this Agreement is declared or found to be unenforceable, the balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement had never been a part hereof.

IN WITNESS WHEREOF, this Hunti	ng Lease Agreement has been
executed by the parties hereto, on the	_day of May, 2016.
LESSOR:	
LESSEE:	
ILLINOIS FIRST MORTGAGE, INC.	
DW	Larry Lingafelter
Roy Woolever, Vice-President	
Janet Woolever, Secretary	