

Instrument creating ground rent.

This lease made this _____ day of _____ in the year _____, between _____, as lessor, and _____ of _____, as lessee, witnesses:

1. Lessor leases to lessee the following-described real estate in the city of _____, county of _____ and state of _____, to wit: a dwelling house and lot of land which is bounded and described as follows, to wit: [insert description]. To have and to hold the same for the term of 100 years, beginning with _____ day of _____ [year], paying therefor rent at the rate of \$_____ per annum, to be paid in equal semi-annual payments, the first of such payments to be made on _____ day of _____ next ensuing out of office of lessor, or of lessor's heirs and assigns in city of _____, and thenceforth on the termination of each succeeding one-half year until termination of this lease.

2. Lessor covenants with lessee and lessee's heirs and assigns that premises are free from all incumbrances done or suffered by them, and that they will warrant and defend lessee in peaceable use and occupation thereof, under terms of this lease, against all persons claiming by, through or under them but against none others.

3. Lessee covenants that lessee and lessee's heirs, executors, administrators and assigns will pay rent in manner aforesaid, and also all taxes, water rates and assessments whatever, whether assessed to lessor or to lessee, to which premises may become liable during such term, that they will not make or suffer any strip or waste, or any unlawful use of premises, and that they will allow lessor and lessor's heirs and assigns, and lessor's agents at reasonable times to enter upon premises, and examine the condition thereof, and will keep premises in good tenable repair, and keep buildings thereon insured against fire in the sum of _____ payable to lessor or lessor's heirs and assigns in case of loss, who shall retain such money in lessor's possession until buildings shall have been repaired in as good condition as they stood before the fire when lessor shall pay such insurance money to lessee.

4. Lessee further covenants with lessor and lessor's heirs and assigns, that at end of term of 100 years herefrom he will peaceably deliver up to lessor or lessor's heirs and assigns the premises, together with all future erections or additions upon or to the same, in such good and tenable repair as aforesaid, and vacant and unincumbered and in good tenable order and condition.

5. Lessor further covenants with lessee and lessee's heirs and assigns that at end of each term of 100 years from this date, that at lessee's or their option, lessee or lessee's heirs and assigns will renew this lease for another term of 100 years and so on forever on condition that rent payable under such renewals shall be equal to at least _____% per annum of the then actual cash value of the premises as estimated at the date of each renewal and provided further that such annual rent shall never be less than that named in this lease.

Provided always and these presents are on the condition, that in case of a breach of any of the covenants to be observed on part of lessee, or of those claiming under lessee, lessor or lessor's heirs or assigns may while the default or neglect continues, and notwithstanding any license or waiver of any prior breach of condition, without any notice or demand, enter upon premises, and thereby determine the estate hereby created, and may thereupon expel and remove forcibly, if necessary, lessee or those claiming under lessee, and their effects. And I, _____ [spouse], of lessor, for one dollar consideration to me paid by lessee, hereby release the estate of the lessee hereby created, from all right to dower or homestead in the leased premises therein described.

In witness whereof, etc