

## LEASE AGREEMENT

This LEASE AGREEMENT made this 13th day of September, 1965, between HERBERT HOPPE and ENID HOPPE, husband and wife, Lessors, and RUTH PARSONS, a married woman, Lessee:

W I T N E S S E T H:

That for and in consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed by said Lessee, the Lessors do hereby lease, demise and let unto said Lessee, for agricultural and related purposes only, the following described real estate, except that portion hereinafter reserved to Lessors, hereinafter referred to as the "farm", situate in Klamath County, State of Oregon, to-wit:

E $\frac{1}{2}$  SE $\frac{1}{4}$ , Section 33, Township 39 South, Range 8 East, W.M.

RESERVING to Lessors all buildings on said farm including, but not specifically limited to the dwelling house, garage and other outbuildings, together with the area of land upon which said buildings are located and necessary for the use thereof.

TO HAVE AND TO HOLD said farm for a period of one year and four months commencing the first day of September, 1965, to and including the 31st day of December, 1966. This lease shall continue in effect from year to year from and after the first day of January, 1967, until written notice of termination is given by Lessee to Lessors at least three months before the expiration of any renewal term. This lease shall renew itself as provided herein for not more than four annual renewals and shall, in all events, expire and terminate on the 31st day of December, 1970.

Said Lessee agrees to pay as rent during said initial term the sum of \$1,250.00. In addition, Lessee agrees to pay the sum of \$1,250.00 for each renewal term. The annual rental shall be paid in installments. The first such installment shall

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1 be the sum of \$300.00 on or before April 1, 1966. The second  
2 such installment shall be the sum of \$300.00 on or before  
3 July 1, 1966. The third such installment shall be the sum of  
4 \$300.00 on or before October 1, 1966, and the fourth such  
5 installment shall be the sum of \$300.00 on or before December  
6 31, 1966. In addition, Lessors acknowledge receipt of the sum  
7 of \$50.00 paid upon execution hereof. In the event this  
8 lease shall renew itself as provided herein, Lessee shall pay  
9 Lessors the sum of \$350.00 on the first day of April of each  
10 annual renewal and the further sum of \$300.00 on the first day  
11 of July and the first day of October of each annual renewal,  
12 with a final installment on the first day of each December of  
13 each annual renewal.

14 In addition, it is MUTUALLY AGREED that: (1) Lessee may  
15 move all machinery and equipment through the area reserved to  
16 Lessors, PROVIDED, HOWEVER, they shall not block any roads  
17 through said area; (2) This lease shall bind and inure to the  
18 benefit, as the circumstances may require, the parties hereto  
19 and their respective heirs, executors, administrators and  
20 assigns, with this PROVISIO, HOWEVER, that Lessee shall not  
21 assign this lease without the written consent of the Lessors,  
22 or sublet the same; and (3) In the event any action or suit  
23 should be instituted by either of the parties hereto, the  
24 unsuccessful party shall pay the prevailing party such reason-  
25 able attorney fees as the court may adjudge together with  
26 costs, including attorney's fees and costs on appeal.

27 In addition, Lessee agrees that: (1) She will operate  
28 the farm in a husbandlike manner and will maintain the farm  
29 in as good a condition as it now is or as later improved, normal  
30 wear and tear and injury from causes beyond Lessee's control  
31 excepted; (2) She will commit no waste on or damage to the  
32 farm and will, at the expiration or termination of this lease,

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1 redeliver said farm to Lessors in as good a condition as it now  
2 is excepting normal wear and tear; (3) She will not leave any  
3 dead furrows in the field; (4) She will construct and maintain,  
4 at her own expense, all temporary irrigation ditches and will  
5 plow in the same at the close of the irrigation season, and  
6 particularly upon the expiration or termination of this lease;  
7 (5) She will permit Lessors, or either of them, or their agent,  
8 to enter the farm at any reasonable time for inspection and  
9 improvements; and (6) She will pay all rental agreed upon  
10 herein as the same may become due without demand.

11 In addition, Lessors agree that: (1) They will pay, at  
12 their own expense, all real property taxes and assessments on  
13 said farm; (2) They will pay, at their own expense, for all  
14 water used to irrigate all crops grown or to be grown on said  
15 farm, and will pay for same prior to the start of the irriga-  
16 tion season. In the event Lessors fail, neglect or refuse to  
17 pay for said water, Lessee may make such payments and deduct  
18 any such sums so paid from any subsequent rent due Lessors, with  
19 this PROVISIO, HOWEVER, that if no rent should be due, Lessors  
20 shall reimburse Lessee; (3) They will furnish, at their own  
21 expense, all electricity necessary for operation of irrigation  
22 pumps; (4) They will furnish, at their own expense, and  
23 maintain in good working condition, the irrigation pump now  
24 upon the property leased herein or which may hereafter be  
25 installed; and (5) They will maintain and repair, at their  
26 own expense, all fences.

27 PROVIDED, ALWAYS, and these presents are upon this  
28 condition, that if the Lessee shall neglect or fail to do or  
29 perform, and observe, any of the covenants contained herein on  
30 its part to be performed, the Lessors may immediately or at any  
31 time while said neglect or default continues and without further  
32 notice or demand enter into and upon said premises and repossess

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the same and expel said Lessee and those claiming under it  
without prejudice to any remedies which might otherwise be  
used for arrears of rent or proceeding for breach of covenants,  
PROVIDED FURTHER, that no waiver of any breach of any covenant  
herein contained to be kept by Lessee shall be deemed or con-  
sidered as a continuing waiver or a waiver of any subsequent  
breach of the same covenant or any other covenant.

IN WITNESS WHEREOF, the parties have hereunto set their  
hands and seal in duplicate the day and year first above  
written.

Herbert P Hoppe  
H. P. Hoppe (SEAL)

Enid Hoppe (SEAL)

Ruth Parsons (SEAL)

STATE OF OREGON }  
COUNTY OF KLAMATH } ss.

On this 13th day of September, 1965, before me, the  
undersigned, a Notary Public in and for said County and State,  
personally appeared the within named HERBERT HOPPE, ENID  
HOPPE, and RUTH PARSONS who are known to me to be the identical  
individuals described in and who executed the within instrument  
and acknowledged to me that they executed the same freely and  
voluntarily.

In Testimony Whereof, I have hereunto set my hand and  
official seal the day and year last above written.

Alameda E. Giacomini  
Notary Public for Oregon  
My Commission expires Aug 5, 1966

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1 KNOW ALL MEN BY THESE PRESENTS, That, for valuable consideration,  
2 MARTIN PARSONS, husband of RUTH PARSONS, guarantees full performance  
3 of all terms, covenants and conditions of the preceeding four page  
4 lease, including, but not limited to, payment of rental.

5 In witness whereof, he has hereunto set his hand and seal this  
6 13th day of September, 1965.

7  
8 Martin Parsons (SEAL)  
9

10 STATE OF OREGON )  
11 COUNTY OF KLAMATH ) ss.

12 On this 13th day of September, 1965, before me, the undersigned,  
13 a Notary Public in and for said County and State, personally  
14 appeared the within named Martin Parsons known to me to be the  
15 identical individual described in and who executed the within  
16 instrument and acknowledged to me that he executed the same freely  
17 and voluntarily.

18 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
19 my official seal the day and year last above written.

17  
18 Alameda E. Giacomini  
19 Notary Public for Oregon  
20 My Commission expires: Aug. 5, 1966  
21 (SEAL)

21 STATE OF OREGON; COUNTY OF KLAMATH; ss.

22 Filed for record at request of Ruth Parsons  
23 this 16 day of September A.D. 1965 at 9:40 o'clock AM., and  
24 daly recorded in Vol. 11-65, of 11-65 on Page 1710  
25 Fee 1.50 DOROTHY ROGERS, County Clerk  
26 By Laura M. Kruken

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J. ANTHONY GIACOMINI  
ATTORNEY AT LAW  
KLAMATH FALLS, OREGON

Return to  
Mrs. Ruth Parsons  
Rt. 3 Box 357 K. Falls.