

THIS INDENTURE OF LEASE, Made in duplicate at KLAMATH FALLS, OREGON
 on this TENTH day of OCTOBER, 1966.

by and between EDWARD W. & MARJORIE M. SUNDERGYLE
 hereinafter known and referred to as the lessor, (whether singular or plural) and
LELAND P. DE LAP, JR., RT. # 1, BOX 613 B, KLAMATH FALLS, ORE. hereinafter known
 and referred to as the lessee, (whether singular or plural);

WITNESSETH: That in consideration of the covenants, agreements and stipulations herein contained
 on the part of said lessee to be paid, kept and faithfully performed by said lessee, the said lessor does hereby
 lease, demise and let unto said lessee the premises known as POTATO CELLAR, LOCATED AT
ROUTE #1, BOX 574, KLAMATH FALLS, OREGON

in the City of KLAMATH FALLS, State of OREGON

TO HAVE AND TO HOLD said premises hereby leased for a period of SEVEN MONTHS, PROVIDING
POTATOES REMAIN IN CELLAR, OTHERWISE POTATO CELLAR WILL REVERT TO OWNERS

from the 12 day of OCTOBER, 1966, to and including the 15 day of

JUNE, 1967, said lessee paying and yielding as rental therefor, during

said term, the full sum of ~~SIXTY DOLLARS~~ SPECIFIC STIPULATION: SIX (6) CENTS PER FIELD

RUN, PER HUNDRED WEIGHT Dollars

lawful money of the United States, to be paid as follows: WHEN HALF (1/2) OF POTATOES IS EXTRACTED
FROM POTATO CELLAR, PAYMENT OF ONE-HALF (1/2) OF MONIES WILL BE DUE AND OWING, AND
THE DATE OF ~~RENT~~ FEBRUARY 1, 1967, WILL HAVE ALL MONIES DUE AND OWING AND
PAYMENT IN FULL WILL BE PAYABLE.

That said lessee will make no unlawful, improper or offensive use of the premises; that at the expiration of the
 said term or upon any sooner termination of this lease, said lessee will quit and deliver up the premises, and all
 future erections or additions to or upon the same, to the said lessor, or those having their estate therein, peace-
 ably, quietly, in as good order and condition (reasonable use and wearing thereof, fire and other unavoidable
 casualties excepted) as the same now are or may be put in by the lessor or those having their estate in the prem-
 ises; that said lessee will not suffer nor commit any strip or waste thereof, nor make nor suffer to be made any
 alterations or additions to or upon the same, nor assign this lease, nor underlet, or permit any other person or
 persons to occupy the same, without the consent of the said lessor or those having their estate in the premises,
 being first obtained in writing, and also that it shall be lawful for the said lessor and those having their estate
 in the premises, at reasonable times, to enter into and upon the same, to examine the condition thereof.

PROVIDED always, and these presents are upon this condition, that if the said rent shall be in arrears for the space of....., or if the said lessee

representatives or assigns, shall neglect or fail to do or perform, and observe any or either of the covenants hereinbefore contained, which on said lessee's part are to be performed, then and in either of the said cases, the said lessor, or those having their estate in the said premises lawfully may, immediately or at any time thereafter, and while said neglect or default continues, and without further notice or demand, enter into and upon the said premises, or any part thereof, in the name of the whole and repossess the same, of their former estate, and expel the said lessee, and those claiming under said lessee, and remove.....effects (forcibly if necessary), without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenants.

Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

Any holding over by the lessee after the expiration of the term of this lease, or any extension thereof, shall be as a tenancy from month to month and not otherwise.

In the event any suit or action is brought to collect any of said rents or to enforce any provision of this lease or to repossess said premises, lessee agrees to pay to the lessor such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the lessee agrees to pay such further sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

IN WITNESS WHEREOF, the respective parties have executed this instrument the day and year first hereinabove written, in duplicate.

Executed in the presence of:

Edward W. Sundergelt (SEAL)

Margaret J. Sundergelt (SEAL)

John F. DeJoy (SEAL)

WITNESSES: JAMES H. HARRIS, Notary Public for Oregon, County of Clatsop, State of Oregon, and JAMES H. HARRIS, Notary Public for Oregon, County of Clatsop, State of Oregon.

LEASE (FORM NO. 11)	
FROM	TO
PREMISES	
Date	Expires
10-10-66	11-10-66
STATE OF OREGON } COUNTY OF CLATSOP } FILED FOR RECORD AT REQUEST OF: Mrs. Edward Sundergelt at this 29 day of November A.D. 1966 11:10 A.M. Page 12029 FEB 3.00 pd. JAMES H. HARRIS, Notary Public for Oregon, County of Clatsop, State of Oregon.	

STATE OF Oregon }
County of Clatsop } ss.
BE IT REMEMBERED, That on this 10th day of October, 1966
before me, the undersigned, a
in and for said County and State, personally appeared the within named Edward W. Sundergelt and Margaret J. Sundergelt
who known
to me to be the identical individual s 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.
Notary Public for Oregon
My Commission expires JUNE 24, 1967