

12092

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SECOND AGREEMENT SUPPLEMENTING LEASE

JUNE F. GRIMES, JAMES G. GRIMES, HENRY F. GRIMES and E. MARIAH DAVIS, as Trustees of the HENRY GRIMES TRUST, herein-after sometimes called "Landlord" and SEARS, ROEBUCK AND CO., a New York corporation, hereinafter sometimes called "Tenant" hereby agree as follows:

1. The lease herein referred to is that certain lease dated August 24, 1937, as amended by Agreement Supplementing Lease dated March 7, 1944, and letter agreement dated May 15, 1957, executed by Henry Grimes and June F. Grimes as Landlord, and Tenant herein as Tenant, whereby there was leased to Tenant certain premises for the sale and storage of general merchandise and for servicing automobiles, automobile tires, batteries and accessories, located in the City of Klamath Falls, County of Klamath, State of Oregon, known and described as follows:

Lot 4 and the southwesterly 15 feet of Lot 3 in Block 40 of the original town of Linkville, now the City of Klamath Falls, Oregon, according to the duly recorded plat thereof on file in the Office of the County Clerk of Klamath County, Oregon, together with the two-story building located thereon,

Together with all easements, rights of ingress and egress, and all appertenances and fixtures belonging or appertaining to said premises.

2. Landlord represents that Landlord has full authority to make the agreements hereinafter set forth, and for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the parties hereto, hereby extends the term of the lease until December 31, 1972.

3. During the extended term, the monthly rent for the leased premises shall be One Thousand Two Hundred Dollars (\$1,200.00), payable in advance on the first day of each calendar month.

All notices and rent shall be sent to Landlord at 1434 Canby Street, Klamath Falls, Oregon, or such other person or place as Landlord shall from time to time designate.

4. During the extended term, the last sentence of Paragraph H of the Rider to said lease is modified and amended to read as follows:

"Tenant agrees that if during any year of the term of said lease the real estate taxes upon the premises herein demised are in excess of One Thousand Six Hundred Fifty Dollars (\$1,650.00), Tenant shall pay to Landlord a sum equal to the amount of such taxes in excess of One Thousand Six Hundred Fifty Dollars (\$1,650.00) during any calendar year of the term hereof, and said payments to be prorated as to the first and last years of the term of said lease."

5. Tenant shall have the right to terminate the lease and surrender the leased premises at any time after December 31, 1969 upon giving to Landlord written notice of its intention so to do not less than six (6) months prior to the effective date of such termination and payment of the sum of Two Thousand Five Hundred Dollars (\$2,500.00).

6. Landlord and Tenant waive any and all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible fire and extended coverage insurance policies to the extent of any recovery collectible under such insurance.

Each party hereto agrees to notify its fire and extended coverage insurance companies of the conditions of this agreement and have its insurance policies properly endorsed, if necessary, so that insurance coverage will not be invalidated by reason of the above waiver.

7. Except as herein modified and amended, each and every covenant, warranty, condition and agreement of said lease shall apply with full force and effect to the leased premises during the extended term.

IN WITNESS WHEREOF, the parties hereto have hereunto

set their hands and seals the 27 day of October 1966.

June F. Grimes
June F. Grimes

James G. Grimes
James G. Grimes

Henry F. Grimes
Henry F. Grimes

E. Mariah Davis
E. Mariah Davis

as Trustees of the
HENRY GRIMES TRUST

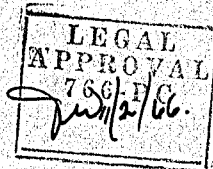
as Landlord

ATTEST:

[Signature]
Asst. Secretary

SEARS, ROEBUCK AND CO.

BY [Signature]
Vice President
as Tenant



275 50 1966

STATE OF OREGON)
COUNTY OF KLAMATH) SS.

On this 27 day of October, 1966, before me,
a Notary Public in and for said County and State, personally appeared
June F. Grimes, James G. Grimes, Henry F. Grimes, and E. Mariah Davis
as Trustees of the HENRY GRIMES TRUST,

known to me to be the same person s whose names s are
subscribed to the foregoing instrument, and acknowledged to me that
they executed the same.

WITNESS my hand and seal.

James D. Pinelli
Notary Public in and for said
County and State
MY COMMISSION EXPIRES DEC. 1, 1967

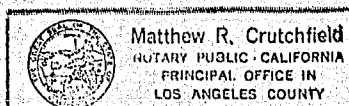
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES) ss.

On this 7th day of November 1966
before me, a Notary Public in and for said County and
State, came A. M. Wood, personally known to me to be
the person who subscribed the foregoing instrument and
known to me to be the Vice President of SEARS, ROEBUCK
AND CO., the corporation that executed the within and
foregoing instrument and acknowledged to me that he
executed the same on behalf of such corporation.

WITNESS my hand and official seal.

SEAL

Matthew R. Crutchfield
Notary Public in and for
said County and State



My Commission Expires August 26, 1969

STATE OF OREGON, } ss
County of Klamath }

Filed for record at request of:

James Grimes

on this 11th day of February A. D. 19 67

at 10:35 o'clock A. M. and duly

recorded in Vol. M. 67 of Deeds

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Constance Peters, County Clerk

Fee 2.00 *By Denise Capitell* Deputy

Return to:
James F. Grimes
1434 Canby St.
City