

50400

VOL. M 71 PAGE 2926

L E A S E

THIS LEASE, made and entered into this 30<sup>th</sup> day of September, 1968, by and between WILLIAM E. STILL, LESLIE E. STILL, JR., GLENN M. STILL, JR., RAYMOND N. STILL, LUCY R. STILL, individually and as guardian for JAMES R. STILL and JANICE STILL, RICHARD STILL, MARGARET STILL, DAVID STILL, and A. B. COLLINS, hereinafter called "Lessors", and LA POINTE'S, INC., an Oregon corporation, hereinafter called "Lessee",

W I T N E S S E T H

For and in consideration of the mutual covenants and agreements herein contained, Lessors hereby lease to Lessee, and Lessee hereby takes and rents from said Lessors that certain real property situated in the City of Klamath Falls, County of Klamath, State of Oregon, commonly referred to as the store rooms at 501 and 503 Main Street, together with the basement under said rooms.

This lease is made for the term and upon the covenants, conditions and agreements herein expressed, and the Lessors, for themselves, their successors in interest, heirs and assigns, and the Lessee, for itself, its successors in interest and assigns do hereby respectively agree to keep and perform all of the covenants, conditions and agreements hereinafter provided to be kept and performed by Lessors and Lessee, respectively, to wit:



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1. The term of this lease shall be for a period commencing July 1, 1968, and ending on the last day of January, 1973. In consideration of these presents the Lessors hereby give and grant unto the Lessee the option and power to renew this lease for an additional period of four (4) years from and after the termination of the term herein, on the same terms and conditions as this lease. This option shall be exercised by the Lessee, if at all, by notice in writing, notifying the Lessors of its intention so to exercise said option at least sixty (60) days prior to the expiration of the original term.

2. The demised premises may be used as a women's clothing store or for any other lawful uses. Lessee shall make no unlawful, improper or offensive use of said premises and shall comply with all federal, state and municipal laws and regulations in the use and occupancy of said premises. Lessee shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises are located.

3. Lessee shall pay to Lessors as rental for the use of said premises the sum of Four Hundred Sixty Dollars (\$460.00) per month, in advance on the first day of each month during the term of this lease, including the renewal term in the event Lessee shall exercise its option to renew.



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4. Lessee shall, at its sole cost and expense, keep and maintain said premises and appurtenances and every part thereof (excepting exterior walls and roof) in good and sanitary order, condition and repair. Lessee accepts the premises in their present condition. Lessors shall maintain the outside walls and roof of the building containing the premises in good and substantial repair and condition.

Lessee agrees to pay the cost of repairing any damage created by the negligent or wilful act of Lessee, its employees, patrons or other persons permitted in the said premises by it and, at the termination of this lease, deliver up the said premises in as good condition and repair as they are now in, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted. Lessee may make alterations to said premises at its own expense, if done without injury to the premises. At the termination of this lease, Lessee shall restore the easterly side wall of said premises where archways have heretofore been made, all at Lessee's expense. Lessee shall also pay to Lessors the cost of installing a new glass (double swinging) door with aluminum frame, closers, locks and all hardware, in a sum not to exceed Three Hundred and Fifty (\$350.00) Dollars, in satisfaction of its obligation to restore the Main Street entrance.

5. Lessee shall pay for all water, gas, heat, light, power, telephone service and all other services and utilities supplied to said premises.



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6. Lessors reserve the right to enter at any reasonable time to inspect the said premises or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building.

7. Lessors agree to obtain a policy or policies of fire insurance with an extended coverage endorsement insuring the building in which the demised premises are located against damage caused by fire or any of the hazards covered by a standard form of fire insurance policy bearing an extended coverage endorsement in an amount not less than \$ 75,000.00. In the event of destruction, partial destruction or damage to the building or any portion thereof during the term hereof by fire or any of the hazards covered by said standard form of fire insurance policy bearing an extended coverage endorsement, and said building can be repaired or restored to the same general condition in which it existed at the time of the happening of the event causing said damage for the amount of the net proceeds of Lessors' fire insurance, then and in that event Lessors shall with ~~reasonable~~ *due* diligence cause said premises to be repaired and restored to the same general condition in which said building existed at the time of the happening thereof. If said building cannot be repaired or restored to the same general condition in which it existed at the time of the happening of the event causing such damage, for the amount of the net proceeds of said insurance, then, Lessors may, but nothing herein contained shall be deemed to impose any obligation or liability on Lessors so to do, nevertheless cause said building to be repaired and restored with ~~reasonable~~ *due* diligence to the same general condition in which it existed at the time of the happening of the event causing said damage, in which event this lease shall remain in full force and effect, and Lessors shall

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notify Lessee within twenty (20) days after the happening of the event causing said damage as to whether or not Lessors intend to cause said building to be repaired and restored. In the event Lessors shall not elect to cause said building to be repaired or restored, either party may terminate this lease by thirty (30) days' written notice to the other. No rental shall be payable during the period the demised premises within said building are untenable by reason of any destruction, partial destruction or damage.

8. Lessee agrees to hold, indemnify, protect and save harmless Lessors from and against any and all liability, loss, cost and obligations of any kind and nature whatsoever, for injury to or death of persons or damage to property, brought, made, imposed upon or sustained by Lessors, and arising from or attributable to or caused, directly or indirectly, through negligence or otherwise, by the use or occupancy of the premises by Lessee or its employees, except for the sole negligence of Lessors.

9. All notices to be given to Lessee shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at 507 Main Street, Klamath Falls, Oregon 97601. All notices to be given Lessors shall be given in writing personally or by depositing same in the United States mail, postage prepaid, and addressed to Leslie E. Still, Jr., 3063 East First Street, Long Beach, California, or at such place designated by Lessors for the payment of rent, or at such other place or places as may be designated from time to time by Lessors.

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10. Upon termination of this lease the Lessee may remove any signs, shelving or other fixtures installed by it provided they are not at such time indebted to Lessors.

11. Lessors, in consideration of these premises, further agree that in the event that a bona fide sale of the demised premises, that is to say, the real property and the building situated thereon, is arranged during the term of this lease, or any extension or renewal thereof, to the extent that said Lessors have procured a purchaser ready, willing and able to purchase said property, then Lessee shall first be given the opportunity to purchase the said property upon the same terms and conditions as would be accorded the said prospective purchaser.

12. The Lessee agrees to deliver the said premises without notice upon the termination of this lease in such state and condition as shall be consistent with the due performance of the covenants herein contained. If any of the rents above provided for, or any monthly installments thereof, shall not have been promptly paid when due, or if the Lessee shall in any manner violate the provisions of this lease, then the Lessors may, at their option, declare this lease forfeited, and said term ended, and re-enter the said premises, with or without process of law, and repossess themselves thereof, and may in such event remove the Lessee and their chattels and agents, using such force as may be necessary.

13. The parties hereto covenant and agree that no waiver by the Lessors of a breach of any of the provisions of this lease shall be construed as a waiver of any subsequent or succeeding breach of any of the terms of this lease.



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14. Any holding over after the expiration of said term, with the consent of Lessors, shall be construed to be a tenancy from month to month upon the same terms and conditions as herein specified, so far as applicable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first herein written.

William E. Still  
William E. Still

Leslie E. Still, Jr.  
Leslie E. Still, Jr.

Glenn M. Still, Jr.  
Glenn M. Still, Jr.

Raymond N. Still  
Raymond N. Still

Lucy R. Still  
Lucy R. Still, individually, and as guardian for James R. Still and Janice Still

Richard A. Still  
Richard Still

Margaret Still  
Margaret Still

David W. Still  
David Still

Richard D. Collins  
A. B. Collins, by Richard D. Collins, his attorney-in-fact

LESSORS

STATE OF OREGON,  
County of Klamath  
Filed for record at request of

MARTIN FRANZ

on this 7th day of APRIL A.D. 19 71  
at 1:49 o'clock P. M. and duly  
recorded in Vol. 147 of MISCELLANEOUS  
Page 2926

Wm D. MILNE, County Clerk

By [Signature] Deputy

Fee \$10.50

LA POINTES, INC., a corporation

By [Signature]  
President

By [Signature]  
Secretary

LESSEE