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SHARE CROP LEASE AND SECURITY AGREEMENT

THIS AGREEMENT Made in triplicate the 21st day of March, 1972, by and between ALBERT LEQUIEU and THORA D. LEQUIEU, husband and wife, as Lessors, and RAYMOND P. ROHRBACKER and LINDA M. ROHRBACKER, husband and wife, as Second Parties or Lessees,

WITNESSETH:

First Parties hereby lease to Second Parties, and the latter hereby lease from the former, the following described farm land and personal property situated in Klamath County, Oregon:

REAL PROPERTY:

The NW 1/4 of the SE 1/4; the SE 1/4 of the SE 1/4 of Section 21; the SW 1/4 of the NW 1/4; the SW 1/4 of the SW 1/4 of Section 27; the NE 1/4; the NW 1/4 of the SE 1/4; the SE 1/4 of the SE 1/4 of Section 28, all in Township 40 South, Range 12 East, W.M.; containing 480 acres, more or less.

PERSONAL PROPERTY:

Approximately 180 pieces of 40' x 3" irrigation pipe; 5000' of main line pipe; 25 acres of solid-set sprinklers; "500" Farmall tractor; potato planter; potato digger; potato loader; and 2 irrigation pumps.

The term of this lease is for the crop seasons of 1972, 1973 and 1974, or from date hereof until December 1, 1974.

Lessees agree to deliver to Lessors at harvest time one-fifth of all crops produced on said land during the term of this lease, delivered to any storage or shipping point designated by Lessors within 5 miles of the leased land. Cost of storing, cleaning, grading or shipping Lessors' share of said crops shall be paid by Lessors, and any expense incurred in hauling any part of said crops a distance greater than 5 miles from the leased land shall be borne by the parties according to their percentage of ownership of the same.

As between the parties hereto, Lessors agree to pay all taxes and assessments imposed against the leased land during the term of this lease promptly and before the same become delinquent.

Lessees covenant and agree to farm the leased land in a reasonably careful manner, according to approved practices in the community where the land is located; to plant only clean seed, reasonably free from disease and noxious weeds; to pay all costs of planting, farming, producing and harvesting all crops raised upon the land; together with the cost of hauling the crops to the aforementioned points of delivery; to pay all irrigation pumping charges; not to commit nor permit any strip or waste to the leased property; and to surrender the leased property upon the expiration of this lease in as good condition as received usual wear and tear and damage by fire and the elements excepted. Lessees further agree to save Lessors harmless from all liability arising from Lessees' use

of said property, including, but not limited to, all spraying operations.

Lessors covenant that they have the right to make this lease and agree to defend Lessees' right to possession of the leased land during the term hereof, and guarantee Lessees' right of ingress to and egress from the leased land, including reasonable easements over land owned by Lessors and not included in this lease.

This lease may not be assigned by Lessees without first securing the written consent of Lessors; and any attempted assignment shall immediately terminate the term of this lease, at the option of Lessors.

Lessors reserve the right to terminate this lease during the term hereof in the event Lessors desire to sell the leased land upon payment or tender to Lessees of the sum of \$2500.00. In the event of such termination, Lessees shall have the right to harvest any crops growing on the leased land at the time of said termination.

In the event the crops produced on the leased land are sold without segregation between Lessors and Lessees, the latter agree to have separate checks made for Lessees' share of any crops sold.

Lessees agree to execute and deliver to Lessors a financing statement covering Lessors' one-fifth interest in said crops.

This agreement shall extend to and bind the executors, administrators, heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said parties hereunto set their hands the _____ day of March, 1972.

Albert Lequieu _____ Raymond P. Rohrbacher _____

Thora D. Lequieu _____ Linda M. Rohrbacher _____

STATE OF OREGON)
County of Klamath) ss

On this _____ day of March, 1972, before me, Wilbur O. Brickner, a Notary Public for Oregon, personally appeared the above named Albert Lequieu and Thora D. Lequieu, husband and wife, and Raymond P. Rohrbacher and Linda M. Rohrbacher, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

*Return to
Burgayne & Thompson
731 Main Street, S.E. Or.
Send Tax Stmts to:
J.W. Hyde, Trustee
Bliss, Oregon*

Notary Public for Oregon
My comm. expires Oct. 29, 1975

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Burgayne & Thompson
this 9th day of September A.D., 1974 at 3:05 o'clock P. M., and duly recorded in
Vol. M 74, of Notary on Page 11981
Fee \$ 24.00

WM. D. MILNE, County Clerk
By Carol Wheeler Deputy