

SHARE CROP LEASE

THIS AGREEMENT, Made in duplicate the 12th day of February, 1975, by and between ELIZABETH M. FAYNE, as Lessor, and MICHAEL D. FAYNE, as Lessee,

WITNESSETH:

First Party hereby leases to Second Party, and the latter hereby leases from the former, the following described farm land situated in Klamath County, Oregon:

PARCEL 1:

Lots 16 and 17, Section 12, Township 41 South, Range 11 East, W.M.

PARCEL 2:

All of Lots 2 and 7 and that portion of Lots 1 and 8 lying in and corresponding to the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 41 South, Range 11 East, W.M., said tract also being described as SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 41 South, Range 11 East, W.M.

The term of this lease is for the grain, hay and potato crop seasons of 1977, 1978, 1979, 1980, 1981 and 1982, or from November 1, 1976, until October 30, 1982.

The agreed rent for said land is 25% of all potatoes, 1/3 of all grain and 1/3 of all hay produced on the same, potatoes and grain delivered to place of storage or sale within five miles of the leased land, and hay baled and stacked in the field.

As between the parties hereto, Lessor agrees to pay all taxes and water charges imposed against the leased land during the term of this lease promptly and before the same become delinquent. Cost of storing, cleaning or shipping said crop, and any expense incurred in hauling the same a distance greater than five miles from the leased land, shall be borne by the parties hereto according to their percentage of ownership of the same.

Lessee covenants and agrees to farm the 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, not to commit nor permit any strip or waste to the land; and to surrender the leased land to Lessor upon the expiration of this lease in as good condition as received, usual wear and tear and damage by fire and the elements excepted. Lessee further agrees to save Lessor harmless from all liability from Lessee's use of said property, including, but not limited to, all spraying operations.

Lessor covenants that she has the right to make this lease and agrees to defend Lessee's right to possession of the leased land during the term hereof; and guarantees Lessee's right of ingress to and egress from the land, including reasonable easements over land owned by Lessor and not included in this lease.

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

IN WITNESS WHEREOF, said parties hereunto set their hands.

Elizabeth M. Payne
Elizabeth M. Payne

Michael D. Payne
Michael D. Payne

STATE OF OREGON)
) ss.
County of Klamath)

On this 12th day of February, 1975, before me, Wilbur O. Brickner, a Notary Public for Oregon, personally appeared the aboved named Elizabeth M. Payne and Michael D. Payne and acknowledged the foregoing instrument to be their voluntary act and deed.

Wilbur O. Brickner
Notary Public for Oregon
My commission expires: 10-29-76

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of W. O. BRICKNER ATTY
this 2nd day of APRIL A. D. 19 75 at 12:30 o'clock P M., and
duly recorded in Vol. M 75, of DEEDS on Page 3536

FEE \$ 4.00

Wm. D. MILNE, County Clerk
By Hazel Dray