

99787

SHARE CROP LEASE

THIS AGREEMENT, Made in duplicate the 12th day of February, 1975, by and between ELIZABETH M. FAYNE, as Lessor, and WAYNE WOODS, 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 SWNE $\frac{1}{4}$  of Section 11, Township 41 South, Range 11 East, W.M.

Except all buildings on the above parcels of land.

The term of this lease is for the hay and grain crop seasons of 1975 and 1976, or from date hereof until October 30, 1976.

The agreed rent for said land is 1/3 of all grain and 1/2 of all hay produced on said land, grain to be delivered in bulk at harvest time to elevator or shipping point within five miles of the leased land, and hay to be delivered 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 crops, 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; to pay all costs of farming said land, except as hereinafter provided; 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 and Lessee each agree to pay one-half of the cost of all fertilizer and spraying used to produce hay on the leased land.

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.

APR 2 1975

RECEIVED

12.30 pm

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.

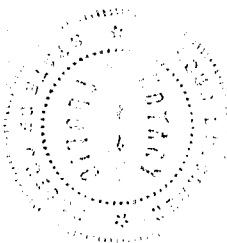
Elizabeth M. Fayne  
Elizabeth M. Fayne

Wayne Woods  
Wayne Woods

STATE OF OREGON }  
                          } ss.  
County of Klamath)

On this 28th day of February, 1975, before me, Wilbur O. Brickner, a Notary Public for Oregon, personally appeared the aboved named Elizabeth M. Fayne and Wayne Woods and acknowledged the foregoing instrument to be their voluntary act and deed.

Wilbur O. Brickner  
Notary Public for Oregon  
My commission expires: 10-29-75



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of W. O. BRICKNER ATTY  
this 2nd day of APRIL A. D. 1975 at 12:30 o'clock P.M., and  
duly recorded in Vol. M. 75, of DEEDS on Page 3537  
FEE \$ 4.00

W. D. MILNE, County Clerk

By Hazel Drangel