

24438

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THIS INDENTURE OF LEASE, Made in duplicate at Klamath Falls

Oregon, on this day of July, 1976

by and between Daniel Lee Eddy

hereinafter known and referred to as the lessor, (whether singular or plural) and

Guy Eddy, hereinafter known

and referred to as the lessee, (whether singular or plural);

WITNESSETH: That in consideration of the covenants, agreements and stipulations herein contained on the part of said lessee to be paid, kept and faithfully performed by said lessee, the said lessor does hereby

lease, demise and let unto said lessee the premises known as

\*\* See description below

in the City of Oregon, State of Oregon

TO HAVE AND TO HOLD said premises hereby leased for a period of

Twenty-five years

from the day of July, 1976, to and including the day of

July, 2001, said lessee paying and yielding as rental therefor, during

said term, the full sum of Two hundred and fifty dollars (\$250.00)

lawful money of the United States, to be paid as follows:

(\$10.00) Ten dollars per year; the payment for the first year of which is acknowledged by the execution of this document. A like payment each year thereafter for the term of this lease, said payment to be made on August 1st of each year.

\*\* A tract of land situated in the SE 1/4 of section 5, T39S, R9EWM, Klamath County, Oregon and more particularly described as follows: Beginning at a point from which the northeast corner of the SW1/4SE1/4 of said section 5 bears S04° 50' 32"E a distance of 855.02 feet, said point being the northwest corner of that tract of land described in deed volume M70-11001 of the Klamath County deed records; thence S56° 50'E along the northerly line of said deed volume 242.00 feet; thence S33° 26' 59"W 217.64 feet; thence N54° 58' 17"W 84.10 feet to the easterly right of way line of Green Springs Drive; thence northerly along said right of way line 274.39 feet to the point of beginning, containing 0.69 acres, with bearings based on recorded survey No. 1903.

That said lessee will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any sooner termination of this lease, said lessee will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said lessor, or those having their estate therein, peaceably, quietly, in as good order and condition (reasonable use and wearing thereof, fire and other unavoidable casualties excepted) as the same now are or may be put in by the lessor or those having their estate in the premises; that said lessee will not suffer nor commit any strip or waste thereof, nor make nor suffer to be made any alterations or additions to or upon the same, nor assign this lease, nor underlet, or permit any other person or persons to occupy the same, without the consent of the said lessor or those having their estate in the premises, being first obtained in writing, and also that it shall be lawful for the said lessor and those having their estate in the premises, at reasonable times, to enter into and upon the same, to examine the condition thereof.



PROVIDED always, and these presents are upon this condition, that if the said rent shall be in arrears for the space of one hundred and twenty days, or if the said lessee representatives or assigns, shall neglect or fail to do or perform, and observe any or either of the covenants hereinbefore contained, which on said lessee's part are to be performed, then and in either of the said cases, the said lessor, or those having their estate in the said premises lawfully may, immediately or at any time thereafter, and while said neglect or default continues, and without further notice or demand, enter into and upon the said premises, or any part thereof, in the name of the whole and repossess the same, of their former estate, and expel the said lessee, and those claiming under said lessee, and remove the effects (forcibly if necessary), without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenants.

Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

Any holding over by the lessee after the expiration of the term of this lease, or any extension thereof, shall be as a tenancy from month to month and not otherwise.

In the event any suit or action is brought to collect any of said rents or to enforce any provision of this lease or to repossess said premises, lessee agrees to pay to the lessor such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the lessee agrees to pay such further sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

IN WITNESS WHEREOF, the respective parties have executed this instrument the day and year first hereinabove written, in duplicate.

*Daniel Lee Eddy*

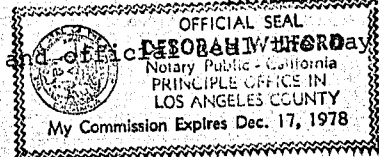
STATE OF CALIFORNIA

County of LOS ANGELES

BE IT REMEMBERED, that on this 6th day of AUGUST, 1976, before me, the undersigned, a NOTARY PUBLIC

in and for said County and State, personally appeared the within named DANIEL LEE EDDY who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand



and year last above written.

*Deborah Wilford*  
NOTARY PUBLIC FOR CALIFORNIA  
My Commission Expires:

STATE OF OREGON

County of Klamath

BE IT REMEMBERED, That on this 1 day of July, 19 76 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named

Rev. Guy Eddy who are known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of January A.D., 1977 at 4:00 o'clock P.M., and duly recorded in Vol. M 77 of DEEDS on Page 1138.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *Gazel Ornel* Deputy