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THIS INDENTURE OF LEASE, Made in duplicate at

, on this 3rd day of July, 1977

by and between Wayne Williams

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

Forrest D. Epperson, 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 Epperson Property

S.E. 1/4 of Sec 34 So. of Cherrywood Lane, a platted rd of
Juniper Tr., Range 10 E. N. M., T. 14 N. 35 S., approximately 94 A.
in the City of Sprague River, State of Oregon 97601

TO HAVE AND TO HOLD said premises hereby leased for a period of 16 months

from the 3rd day of July, 1977 to and including the 1st day of

November

, 1978, said lessee paying and yielding as rental therefor, during

said term, the full sum of 50.00 of yield

Dollars,

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

Williams will desage, disc, and further prepare ground, at proper time he will plant seed and harvest of crop.

Epperson. will furnish Land and seed, and assist in harvest of crop.

Epperson & Williams will make sure property stays fenced and no livestock on property.

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 _____, 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 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, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party'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.

NOTE—This form is not suitable for leasing a "dwelling unit" as defined in Section 5(3), Chapter 559, Oregon Laws 1973 as follows: "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household." (See forms Nos. 244, 766, 818).

Forrest W. Epperson
witness Charles G. Eshinger
witness Gordon D. Surrette

LEASE (FORM No. 11)	
FROM <u>Forrest D. Epperson</u>	TO <u>Wayne Williams</u>
PREMISES <u>94A Epperson property</u> <u>Sprague River, Oregon</u>	
Date <u>July 3, 1977</u>	Expires <u>Nov 1, 1978</u>
RETURNED TO: <u>Forrest D. Epperson</u> <u>5859 Winton Ave</u> <u>City</u>	

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 8th day, of JULY A.D., 19 77 at 4:44 o'clock P.M., and duly recorded in Vol. M77, of RECORDS on Page 12154.

FEE \$ 6.00

WM. D. MILNE, County Clerk
By Pat Mc Cullough Deputy

to me to be the identical individual described in and who executed the within instrument and who 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.

Notary Public for
My Commission Expires