

33322

LAND LEASE

Vol. 77 Page 13733THIS LEASE is made this 14th day of October, 1976

BETWEEN John R. Evatt and Verna Evatt, LESSOR (whether one or more),

AND James T. Evatt and Norma J. Evatt, LESSEE (whether one or more).

LESSOR does hereby lease to LESSEE, and LESSEE hereby hires from LESSOR that certain lot of land and its appurtenances, described as:

E $\frac{1}{2}$ of W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 21, Township 39, Range 12 EWM
consisting of 40 acres.for the term of 15 years, commencing on the 14thday of October, 1976, and ending on the 13th day of October19 91, at the total rent or sum of --Twenty eight thousand and no/00----- Dollars,
payable in installments as follows:
advance

\$ 24,500.00	Cash and tangible personal property
<u>3,500.00</u>	Cancellation of note dated 10/1/76
\$ 28,000.00	Total

LESSEE promises to quit and surrender the premises to LESSOR at the end of the term, in as good order and condition (reasonable use and wear thereof and damage by the elements excepted), as the same are now or may be put into, and to pay the rent as above stated for such further time as LESSEE may hold the same, and not to make or suffer any waste thereof, nor lease, nor sublease, nor permit any other person to occupy or improve the same, or make or suffer to be made, any alteration therein without the written consent of LESSOR. AND if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for LESSOR to re-enter the premises and to expel LESSEE, and at his option, to terminate this lease.

Lessor promises to make this lease an integral part of the deed. Should land be sold, traded, mortgaged, or should ownership in any way be transferred to another party, Lessor agrees to include this lease as a valuable portion of said transaction and thereby guarantee Lessee uninterrupted use of the land until expiration date of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written

John R. Evatt
Verna Evatt
 123 Keller
 ADDRESS

James T. Evatt
Norma J. Evatt
 LESSEE

Return to: Mr. & Mrs. Lyle A. Smith 27272 Galvez Lane, Mission Viejo, Ca.
1815 Carlson Dr.
Klamath Falls, OR
 ADDRESS

13734

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 7th day of January, 1977,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named VERA EVATT

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that she executed the same freely and voluntarily.

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

Barlene V. Addington
Notary Public for Oregon.
My Commission expires March 21, 1977

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 1st day of
August A.D., 1977 at 2:33 o'clock P.M., and duly recorded in Vol. M77
of DEEDS on Page 13733

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *Hazel L. Hazel* Deputy