FORM No. 818 78301 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204 ROBOR TN	RENTAL AGREEMENT (Dwelling Unit-Residence Oregon)	Vol. 79 Page	29027
THIS AGREEMENT, entered into in	n duplicate this / l' day	A DEC	1079 hund
Detween	MAINANY SMARI	~ MATHINY	*
and William Frie	KSON Jry Jerr	INE M Farky	, lessor,
WIINESSETH: That for and in cor	isideration of the navment of the re	nts and the performance of	Atta Annen at Incard's
covenants herein contained, lessor does here	by demise and let unto the lesses a	nd lassaa hiras from losso- 1	
those certain premises described as	160- River CAFe	T SPRACE RUL	Human DUSSING
located at PRACU = RIV-	er che.		1127
on a month to month tenancy beginning	12 / FD / 74	10	1 1 1 1 1
for a term of the formation of the f	10 12/11 19 74 and en	dins 12/16 / 10	(7) (which)
at a rental of $\frac{3}{25}$ $\frac{5}{25}$ per month, pay	vable monthly in advance on the	10 - day of each and	every month. Rents
and possible of the following of the	· 1745 - 757 - 500 1		5-1-0

132 SPRALIZE KIVER Cr 97639 It is hereby agreed that if rent is unpaid after four (4) days following due date, the lessee shall pay a late charge of \$1.00 per day computed to include the first day due and continuing until both rent and late charges are fully paid. Any dishonored check shall be treated as unpaid rent and shall be subject to the same late charge plus \$5.00 as a special handling fee and must be made good by cash, money order or certified check within 24 hours of notification.

It is further mutually agreed between the parties as follows: 1. Said aforementioned premises shall be occupied by no more than 1. A adults and A A children;

children; 2. Lessee shall not violate any city ordinance or state law in or about said premises;

shall not sub-let the demised premises, or any part thereof,

3. Lessee shall not sub-let the demised premises, or any part succes, or assign this lease without the lessor's written consent; 4. If lessee tails to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, lessor at lessor's option, 5. Lessee shall maintain the premises in a clean and sanitary condi-

tion at all times, and upon the termination of the tenancy shall surrender same to lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted; a fee is herewith paid, no part of which is refundable, for cleaning up

and restoring the premises in the amount of \$ 6. There shall be working locks on all outside doors; lessor shall pro-

and restoring the premises in the amount of \$ 6. There shall be working locks on all outside doors; lessor shall pro-vide lessee with keys for same; 7. Lessee  $\Box$ , Lessor  $\Box$  shall properly cultivate, care for and ade-quately water the lawn, shrubbery and grounds; 8. Lessor shall supply electric wiring, plumbing facilities capable of producing hot and cold running water and adequate heating facilities; 9. Lessee shall pay for all natural fas, electricity, and telephone service. All other services will be paid for by Lessor and Lessee as follows:

lice. All other	services will	be paid	for by Lessor and Lessee as follows:	
	Lessee	Lessor	Lessee Lessor	
Water	Ø		Garbage Service 🗍 🛛 🗍	
Sewer				

10. Lessee agrees to assume all liability for, and to hold lessor harm less from, all damages and all costs and fees in the defense thereof, caused by the negligence or willful act of lessee or lessee's invitees or guests, in or upon any part of the demised premises, and to be responsible for any damage or breakage to line defined premises, and to be responsible for any damage or breakage to lessee's equipment, listures or appliances therein or thereon, not caused by lessor's misconduct or willful neglect. 11. Nothing herein shall be construed as waiving any of the rights provided by law of either party hereto; 12. In the event any suit or action is brought to collect any of said

rents or to enforce any pour or action is brought to collect any of said premises, reasonable attorney's lees may be awarded by the trial court to the prevailing party in such suit or action together with costs and neces-sary disbursements; and on appeal, il any, similar reasonable attorney's lees, costs and disbursements may be awarded by the appellate court to

the party prevailing on such appeal; 13. The lessor, alter 24 hours' written notice specifying the causes, may immediately terminate the rental agreement and take possession in the manner provided in ORS 105.105 to 105.155, if the lessee, someone in the lessee's control or the lessee's pet: (a) Seriously threatens immedi-ately to inflict personal injury, or inflicts any substantial personal injury, upon the lessor or other lessees; (b) Intentionally inflicts any substantial damage to the preview of (c) Commits any or which is arter targets in the tessor. damage to the premises; or (c) Commits any act which is outrageous in the extreme

14. Lessee shall not allow any undriveable vehicle to remain on the premises for more than 24 hours. No car repairs are to be made on the premises, including minor maintenance such as an oil change; 15. Upon termination of this Rental Agreement or the surrender or

abandonment of the premises, and it reasonably appears to lessor that lessee has left property upon the premises with no intention of asserting further claim to such property or the premises, or it lessee has been continuously absent for seven (7) days after termination of the tenancy

by a court order which has not been executed, lessor may give lessee not less than titteen (15) days written notice by first class mail endorsed "Please Forward", to lessee's last known address and any alternate address known to lessor, that unless the property is removed from the promises or place of salekeeping by a date specified in the notice, the property will be sold or otherwise disposed of and the proceeds of sale, if any, annlied as aroyided by law. if any, applied as provided by law. 16. The owner (or

agent for service) is	 
Address	
The manager is	
Address	

Phone 17. Any holding over by the lessee after the expiration of the term of this rental agreement or any extension thereof, shall be as a tenancy from month to month and not otherwise; 18. It this is a month-to-month tenancy only, then, except as other-

18. If this is a month-to-month tenancy only, then, except as other-wise provided by statute, this agreement may be terminated by either party giving the other at anytime not less than 30 days' notice in writing<sup>k</sup> prior to the date designated in the tenancy termination notice, whereupon the tenancy shall terminate on the date designated; 19. Lessor acknowledges receipt of the sum of \$ 1000, \$ as a security deposit, of which the lessor may claim all or part thereof reasonably necessary to remedy lesse's defaults in the performance of this rental agreement (including nonpayment of past-due rent) and to repair damage to the premises caused by lesse, not including ordinary wear and tear. To claim all or part of said deposit, lessor shall give lessee, within thirty (30) days after termination of the tenancy, a writ-ten accounting which states specifically the basis or bases of the claim, and the portion not so claimed shall be returned to lessee within said thirty days. Lessor may recover damages in excess of said deposit fo which lessor may be entitled. Lessor also acknowledges receipt of the sum of \$ 10 insure the return of keys to said dwelling unit;

sum of \$ to insure the return of keys to said dwelling unit; said sum to be relunded upon the return of all such keys; 20. Pets are allowed [], not allowed [] (indicate which). It allowed

to consist of Lessee will be held responsible for all damage caused by pets and pay

Lessee will be held responsible for all damage caused by pets and pay an additional non-relundable lee of \$ prior to bringing a pet onto the leased premises. 11. Lessee further afrees that inilure by the lessor at any time to require performance by the lessee of any provision hereof shall in no way affect lessor's right hereunder to enforce the same, nor shall any waiver by said lessor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself. 22. The following personal property is included and to be left upon

the premises when tenancy is terminated

e premises, including minor maintenance such as an oil change; 15. Upon termination of this Rental Agreement or the surrender or andonment of the premises, and it reasonably appears to lessor that see has left property upon the premises, or il lessee has been ntinuously absent lor seven (7) days after termination of the tenancy lessee  $\begin{cases}
1. That he has personally inspected the premises and finds them satisfactory at the time of execution of this agreement;$ 2. That he has read this agreement and all the stipulations contained in the lease agreement. $Agrees <math display="block">\begin{cases}
2. That he has read this agreement and bin except as contained in this agreement and lease, except the following:
\end{cases}$ 

The words lesser and lesser shall include the plural as well as the singular. STATE OF OREGON; COUNIY OF KLAMATH; 55. I hereby certify that the within instrument was received and filed for record on the 18th day of \_December\_\_\_A.D., 19\_79\_at\_12:48\_\_\_\_o'clock\_\_\_\_P\_M., and duiy recorded in Vol\_179\_\_\_\_, of Deeds \_\_\_\_\_ on Page 29027 \_\_\_\_. WM. D. MILNE, County Clerk By Demetha Jfelsch Deputy 3 Stanley Mathery P.C. Bix 752. SPRASUM River Cr. 97039 FEE \_\_\_\_\_\_\_\_