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ASSIGNMENT OF LEASE Vol. 70 Page 1

THIS ASSIGNMENT made and entered into by and between JOHN W. TYRHOLM, hereinafter called "Assignor" and BETH C. TYRHOLM, hereinafter called "Assignee".

R E C I T A L S:

A. John W. Tyrholm was the owner of certain property, subject to the rights of Tyrholm, Inc., a Minnesota corporation, dba Ranch Wholesale Supply, said property is described in the Lease attached hereto, and made a part hereof.

B. A Decree of the Circuit Court of the State of Oregon for the County of Klamath in Case No. 78-848 Equity, awarded the above described property to Beth C. Tyrholm, in decree dated February 28, 1980.

W I T N E S S E T H:

NOW, THEREFORE in consideration of the above-entitled Divorce Decree, the undersigned, JOHN W. TYRHOLM, assigns all of his right, title and interest, as well as the obligations under the Business Property Lien, which is attached hereto, to BETH C. TYRHOLM.

DATED this 7 day of April, 1980.

John W. Tyrholm
John W. Tyrholm
Beth C. Tyrholm
Beth C. Tyrholm

After recording
return to:
Beth Tyrholm
4426 Day Drive
Klamath Falls, OR 97601

William P. Brandsness
Attorney at Law
411 Pine Street
Klamath Falls, Ore.
Phone 882-6616

ASSIGNMENT OF LEASE

SC

THIS INDENTURE OF LEASE, made in duplicate at Klamath Falls, Oregon, on this 29 day of December, 1971,

by and between JOHN W. TYRHOLM, hereinafter known and referred to as the lessor, (whether singular or plural) and TYRHOLM, INC., a Minnesota corporation, dba RANCH WHOLESALE SUPPLY, 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 the lessee to be paid, kept and faithfully performed by Lessee, the said lessor does hereby lease, demise and let unto said lessee that certain premises ~~on store room known as~~ and dwelling located in Klamath County, Oregon

in the City of Klamath Falls, which premises are erected upon Lot described in Deed Vol. 248, p. 193, & Vol. 358, p. 159, Klamath County Deed Records, County of Klamath, and State of Oregon, to be used and occupied by the lessee for the purpose of carrying on and conducting a general merchandise store

TO HAVE AND TO HOLD said premises hereby leased for a period of ten (10) years, completion of building on said premises from the day of 1971, to and including the 10 years thereafter

1971, said lessee paying and yielding as rental therefor, during said term, the full sum of one point two percent (1.2%) of the total investment and costs of the land and building shall be the agreed minimum rental; and Dollars, ~~the sum of four and one half percent (4 1/2%) of gross sales as the maximum rental.~~ 9/13/79

LEGAL DESCRIPTION OF PROPERTY:

A tract of land situated in the NE 1/4 SW 1/4 of Section 1, T 39 S, R 9 E W 1/2, Klamath County, Oregon, being a portion of that land as described in Deed Volume 160, page 149, Deed Volume 248, page 193, and Deed Volume 385, page 159, Klamath County Deed Records, being more particularly described as follows: BEGINNING at a 5/8 inch iron pin on the north line of the NE 1/4 SW 1/4 of said Section 1, said point being N 87°55'21" E 240.30 feet from the 5/8 inch iron pin marking the northwest corner of the NE 1/4 SW 1/4 of said Section 1; thence N 87°55'21" E along the north line of the NE 1/4 SW 1/4 of said Section 1 270.90 feet to a 5/8 inch iron pin; thence S 02°04'39" E at right angles to the north line of the NE 1/4 SW 1/4 of said Section 1, 474.66 feet to a 5/8 inch iron pin in a north-south fence line; thence continuing S 02°04'39" E to the northerly right-of-way line of the State Highway as described in said Deed Volume 358, page 159; thence northwesterly along said right-of-way line to a point that bears S 00°06'12" W from the point of beginning; thence N 00°06'12" E to a 5/8 inch iron pin; thence continuing N 00°06'12" E 240.53 feet to the point of beginning, containing 2.20 acres, more or less. ALSO: A tract of land situated in the SE 1/4 NW 1/4 of Section 1 and the NE 1/4 SW 1/4 of section 1, all in T 39 S, R 9 E W 1/2, Klamath County, Oregon, more particularly described as follows: BEGINNING at a 5/8 inch iron pin on the north line of the NE 1/4 SW 1/4 of said Section 1, said point being N 87°55'21" E 240.30 feet from the 5/8 inch iron pin marking the northwest corner of the NE 1/4 SW 1/4 of said Section 1; thence N 87°55'21" E along the north line of the NE 1/4 SW 1/4 of said Section 1, 270.90 feet to a 5/8 inch iron pin; thence S 02°04'39" E at right angles to the north line of the NE 1/4 SW 1/4 of said Section 1, 474.66 feet to a 5/8 inch iron pin in a north-south fence line; thence continuing S 02°04'39" E to the northerly right-of-way line of the State Highway as described in Deed Volume 358, page 159, Klamath County Deed Records; thence N 00°06'12" E along a north-south fence line 494 feet, more or less, to a 5/8 inch iron pin on the south line of Simmers Ave.; thence S 00°06'12" W along the south line of Simmers Ave. 289.35 feet to a 5/8 inch iron pin; thence S 00°06'12" W 24.78 feet to the point of beginning, containing 2.25 acres, more or less.

Lessee shall have the option to renew this Lease for an additional ten (10) year term upon all the terms and conditions herein contained, save and except this option to renew. The option hereby conferred shall be exercised by written notice to lessor mailed at least ninety (90) days before the expiration of the original term.

9/13/79
TJB

Said lessee, in consideration of the leasing of said premises and the agreements herein contained, does hereby expressly covenant to and with the said lessor.....his.....heirs, executors, administrators, representatives and assigns as follows:

(a) Said lessee will, at.....its.....own expense and cost, make any and all alterations and changes which may be necessary or required for the carrying on and conduct of.....its.....business in said premises and building located in Klamath County, Oregon.....

and that the lessee will protect and hold harmless the said lessor from any action for damages or injuries in the alterations and repairs to be made, including workmen or pedestrians passing on the street or sidewalk; that the said lessee further agrees, as a consideration of this lease, as follows:

1. That said lessee will pay to said lessor said specified rentals for the full term of this lease in the manner aforesaid.
2. Said lessee will make no unlawful or offensive use of said premises, and will, at the expiration of said term or upon any sooner termination thereof, without notice, quit and deliver up said premises and all future erections or additions to or upon the same to the lessor or those having their estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, fire and other unavoidable causes excepted, as the same are now or may hereafter be placed by the lessor.
3. That the said lessee will not suffer or permit any strip or waste of the premises, or make or permit any major alterations, changes or additions in or to said premises without first obtaining the written permission of the lessor or those having their estate therein, except as hereinafter specifically provided for.
4. Said lessee will, at.....its.....own expense, pay for any changes, alterations or additions that may be made or required by.....it.....in, to or upon said building during the term of this lease, and will not permit any lien to be attached to said building on account of any change or alterations, and will comply at all times with the City Ordinances of the City of.....Klamath Falls, Oregon.....or other regulations which may be made with respect to such alterations and the occupancy and use of said premises.
5. That the said lessee will not assign, transfer, pledge, hypothecate, surrender or otherwise encumber or dispose of this lease or the estate created in this lease, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises without the written consent of the lessor being first obtained in writing.
6. That this lease is personal to said lessee, and.....its.....interests, or any part thereof, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or other process, attachment or proceeding instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or any other manner, except as above mentioned.
7. That the lessee will keep the sidewalks in front of said premises clear of ice and snow or other obstruction which may be dangerous to pedestrians passing along and upon said sidewalk, and will also pay for all light and water which.....it.....may require in said premises, and install such lighting fixtures, wiring and other apparatus for the lighting of said premises which.....it.....may desire in addition to what may now be installed therein.....
8. Said lessee will, at all reasonable times, permit and allow said lessor or those representing him.....or having their estate in the premises to enter into and upon the same, or any part thereof, for the purpose of examining the conditions thereof, and to exhibit the same to prospective mortgagees and/or purchasers.
9. In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the lessee agrees to pay 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. The lessee also agrees to pay and discharge all lessor's costs and expenses, including lessor's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease even though no suit or action is instituted.
10. That in case said premises, or any part thereof, shall at any time be destroyed or so damaged by fire as to be unfit for occupancy or use, the rental shall abate according to the nature and extent of the damage sustained and until said premises have been rebuilt and reinstated, and made fit for occupancy and use, such repairs to be made by the lessor, but if said premises shall be destroyed to the extent of fifty per cent of the value thereof, then and in that event the lessor shall be under no obligation to rebuild the same, and shall have the option to rebuild or not to rebuild, and shall, within thirty days after such fire, notify the lessee of.....its.....intention either to rebuild or not to rebuild said premises, and if said lessors elect not to rebuild, this lease shall then terminate and be of no further force and effect.
11. That in the event the lessee shall hold over and remain in possession of said premises after the expiration of this lease, without any written lease being actually made, such holding over shall not be deemed

to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at any time by the lessor.

12. That the lessee will replace all glass which may be broken in the windows of said premises or in the doors thereof during the term of this lease which shall, in any manner, be the fault of the lessee or its workmen or employees.

13. That the lessee will make no unlawful or offensive use of said premises which will, in any way, tend to create a nuisance or disturb any tenants in the building or in the neighborhood of the building or permit any nuisance which shall in any wise be a violation of the laws and ordinances of the City of Klamath Falls, or the statutes and laws of the State of Oregon.

14. The lessee will pay all sums levied by the water bureau of the City of Klamath Falls, for water used within the said premises hereby leased which may be used therein by the lessee in the occupancy of said premises.

15. In case of appropriation of all of the said premises by any public or private corporation under the law of eminent domain, or such part thereof as shall be a damage to the lessee's use thereof, this lease may be terminated at the option of the lessee and in that case the lessee shall not be liable for any rent (if the lessee removes therefrom) after the date of removal.

16. In case of the total, or such partial destruction of the buildings or structure upon the leased premises, as shall make it impractical for the lessee to use or occupy the said premises, this lease may be terminated at the option of the lessee, and in that case the lessee shall not be liable for any rent (if the lessee removes therefrom) after the date of removal.

PROVIDED, ALWAYS, and these presents are upon this condition, that if the lessee shall be in arrears in the payment of rent for a period of ten (10) days, or if said lessee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed, or if said lessee shall be declared bankrupt or insolvent according to law, or if any assignment of lessee's property shall be made for the benefit of creditors, then and in either of said cases or events, the lessor or those having their estate in the premises, lawfully may, at their option, immediately or any time thereafter, without demand or notice, enter into and upon said premises or any part thereof and in the name of the whole, and repossess the same of lessor's former estate, and expel said lessee and those claiming by, through or under lessee, and remove lessee's effects, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of rent or preceding breach of covenant, on the re-entry aforesaid, this lease shall terminate.

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.

That Lessee agrees to pay all real, personal and advalorem taxes, insurance of every nature, and to fully hold Lessor harmless therefrom.

That Lessee shall be responsible for all maintenance, upkeep and any improvements made upon said premises, and will hold Lessor completely harmless therefrom.

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

JACK TYRNOL, (SEAL)

TYRNOL, INC., dba RANCH WHOLESALE (SEAL)

SUPPLY (SEAL)

By: [Signature] (SEAL)
(Officer)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of April A.D., 19 80 at 9:30 o'clock A M., and duly recorded in Vol. 880 of Deeds on Page 6907.

FEE \$14.00

WM. D. MILNE, County Clerk
By: [Signature] Deputy