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## L E A S E

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THIS INDENTURE, made and entered into this 31<sup>ST</sup> day of Jan, 1980, by and between BARBARA J. LOVENESS, party of the first part, and ROY E. WRIGHT, party of the second part,

## W I T N E S S E T H:

That the first party, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has by these presents demised and leased to the second party the following described land, to wit:

74 acres, more or less contained in Lots 1 and 2 in Section 17; and the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 8, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County Oregon.

To Have and to Hold the same to the second party from the 31<sup>ST</sup> day of Jan, 1980, to the 31 day of Dec, 1985, subject to the conditions hereinafter set forth.

Second party, in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay, as rent for the same, in the manner following: that is to say, for the 1980 farming year, the sum of \$8,600 payable in advance on or before March 1, 1980; thereafter, the parties on or before February 1 of each subsequent year, shall mutually determine an acceptable yearly rental which shall be payable in advance by March 1 of that year. If the parties are unable to agree upon a rental price within the time specified, then this agreement shall be null and void, and each party shall be relieved from the provisions thereof.

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And the second party covenants with the first party that at the expiration of the term of this lease he will yield up the possession to the first party, without further demand or notice, in as good order and condition as when the same was entered upon by the second party, loss by fire, inevitable accidents and ordinary wear excepted. And it is further expressly understood and agreed between the parties as follows:

## I

The second party covenants to farm said premises in a good and farmlike manner, and to raise the greatest amount of crops thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in a condition to plow.

## II

The second party covenants to properly care for all growing crops in a good and husbandlike manner, and to harvest all crops in proper season, and failing so to do the party of the first part may enter upon said premises, either by himself or agent, and properly care for or harvest said crops and charge the cost to the party of the second part.

## III

If the second party shall fail to cultivate said premises as herein agree, or shall fail to keep any of the covenants contained in this lease, or shall assign this lease or underlet said premises or any part hereof, then this lease shall, at the election of the first party, be null and void, and the first party, or his legal representatives, shall have the right to take possession of said premises, using such force as may be

necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become a part of the rent, recoverable as rent. First party shall supply water, pump, mainline, wheelines, and electricity as a portion of the lease premises hereinabove specified. Second party shall maintain the pump and mainline.

## IV

In the event of any suit or action for the purpose of enforcing any of the covenants of this lease, the second party also 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 second party agrees to pay such further sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Any waive 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.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

Ray E. Wright  
P.O. Box 237  
Tulelake, Ca.  
96134

Barbara J. Lomax

Ray E. Wright

STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 16th day of September A.D., 1980 at 2:32 o'clock P M., and duly recorded in Vol. 880 of Deeds on Page 17559.

FEE \$10.50

WM. D. MILNE, County Clerk

By Bernarda A. Detoch Deputy