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TERMINATION OF LEASE AGREEMENT

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THIS AGREEMENT entered into this 17 day of February 1984 between ROBERT GLADDEN and DIANA S. GLADDEN, hereinafter called Lessor, and JOSEPH E. JOHNSON, hereinafter called Lessee, in Klamath County, Oregon whereby:

R E C I T A L S:

A. Lessee holds a leasehold interest in approximately 80 acres of farmland at Homedale and Midland Road, Klamath County, Oregon. Said Lease dated November 7, 1980 and recorded at Volume M-81, page 9028 in the Deed Records at the Clerk's office of the County of Klamath, State of Oregon.

B. Lessor is the owner of the leased property by way of being purchasers at the Sheriff's sale and an Order confirming said sale and executed by the Hon. Donald A. W. Piper, entered on August 26, 1983, in Klamath County, Circuit Court Case No. 81-591. Said real property is subject to a one year period of redemption by Russell M. Shaw.

C. Lessee has subleased said real property to Richard Greer dba Highland Seed Co. for the period of one year beginning March 1, 1983 and terminating March 1, 1984.

D. Lessor and Lessee have been named as Defendants in Klamath County Circuit Court Case No. 83-686 CV, in which said suit Richard Greer is the Plaintiff. Said suit involves the use and access of the said Sublease to the subject property and the payment of rent for the 1983 growing season.

E. Lessor is the Plaintiff in Klamath County Circuit Court Case No. 83-944 CV. Lessee is the Defendant in said suit, which prays for an Order and Decree of the Court evicting the Lessee from the subject property and quieting title to the said property.

F. It is the intent of the parties by this AGREEMENT to compromise and settle the issues raised in said Case No. 83-944 CV by mutually agreeing to terminate the said Lease between the parties as of March 1, 1984, which said date coincides

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with the expiration of the sublease between Lessee and said Richard Greer.

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W I T N E S S E T H:

1. That in consideration of Lessors dismissing the claims brought against Lessee, more particularly Circuit Court, State of Oregon, County of Klamath, Case No. 83-944 CV, Lessee releases and hereby terminates his leasehold interest in the aforementioned real property effective as of March 1, 1984.
 2. The effect of this Agreement shall be to terminate the possessory interests of Lessee and Lessee's title thereto and place said interests in the possession of Lessors.
 3. Lessee warrants to Lessors that he has made no further agreement for the sublease of the subject property with said Richard Greer or any other person or entity which will interfere with Lessors' possession and use of the subject property after March 1, 1984.
 4. Lessors warrant to Lessee that they will not interfere with the right of Lessee or said Sublessee to occupy and use the subject property until the expiration of said Sublease on March 1, 1984.
 5. Lessee agrees to remove by March 1, 1984 any personal property or equipment belonging to him from the subject property.
 6. Lessors agree that Lessee is hereby released from the payment of any rents for the 1984, 1985 and 1986 growing seasons. Lessors and Lessee acknowledge that the payment of rent for the 1983 growing season is the subject of the above referenced Case No. 83-686 CV and that any claims that Lessors may have to rents arising from the 1983 growing season shall be made in said suit. Any sums of rent due for 1983 shall be tendered by Lessee to the Circuit Court of the State of Oregon for the County of Klamath, Case No. 83-686 CV.
 7. Lessor further agrees that Lessor will defend and hold harmless Lessee from any suit or action filed in foreclosure
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of the afore-mentioned property, and that any expenses incurred through defense of any such foreclosure suits shall be the expenses of Lessors and not the Lessee. This paragraph shall apply whether any such foreclosure suit is filed prior to or after the date this Agreement is entered into.

8. Should any suit or action be brought to enforce the terms of this Agreements, then the prevailing party shall be entitled to its costs, disbursements and reasonable attorney's fees incurred in said suit or action or any appeal thereof.

LESSORS

LESSEE

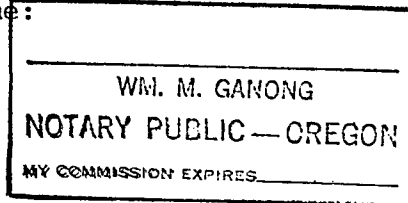
Diana S. Gladden
Diana S. Gladden

Joseph E. Johnson
Joseph E. Johnson

Robert Gladden
Robert Gladden

STATE OF OREGON)
County of Klamath) ss. February 13th, 1984

Personally appeared the above-named Diana S. Gladden and Robert Gladden, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Wm M Ganong
Notary Public for Oregon
My Commission expires: 11-2-86

STATE OF OREGON)
County of Klamath) ss. February 10, 1984

Personally appeared the above-named Joseph E. Johnson and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Susan H. Cresmon
Notary Public for Oregon
My Commission expires: 10-31-87

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 27th day of February A.D., 1984 at 2:36 o'clock P. M. and duly recorded in Vol 1804, of Deeds on page 3065.

Fee \$ 12.00

EVELYN BIEHN, COUNTY CLERK
by Patricia M. Smith Deputy

Return: Wm. M. Ganong 1151 Pine St. H.F.D.