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LEASE AGREEMENT

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THIS LEASE AGREEMENT is made and entered into this 15th day of May, 1984, by and between ROBERT L. EYSTER, c/o Terry Schultz, P. O. Box 1976, Boise, Idaho 83701, hereincalled Lessor, and ALICE G. KILHAM, 1014 Main Street, Klamath Falls, Oregon 97601, hereincalled Lessee.

In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the Lessee that certain parking lot in Klamath Falls, Oregon, more particularly described as follows; to-wit:

> Lot 3 and the Westerly 15 feet of Lot 2, Block 49 NICHOLS ADDITION to the City of Klamath Falls, State of Oregon.

1. Lease Term. This Lease shall commence on the 15th day of May, 1984 and shall terminate on July 31, 1991.

2. <u>Rental</u>. The monthly rental rate shall be as follows:

ь.	August 1, 1984 to July 31, 1984 August 1, 1984 to July 31, 1985 August 1, 1985 to July 31, 1991	\$ 90.00 per month 95.00 per month 100.00 per month
		100.00 per month

The monthly rental shall be payable in advance and shall be paid on the 1st day of each month, provided however, that Lessee shall not be in default of this provision unless monthly rental is more than 10 days past due.

The monthly rental shall be paid to the Lessor at:

P.O. Boy 1976 Baise, Stato 83701

The monthly rental for the period from May 15, 1984 to May 31, 1984, shall be paid to the Lessor on May 15, 1984 and shall be prorated so that said rental payment will be in the amount of \$45.00.

- 3. <u>Possession</u>. The Lessee shall be entitled to possession of the leased premises on May 15, 1984. Lessee shall quit and deliver up possession of the premises on July 31, 1991, peacefully, quietly, and in as good order and condition, reasonable wear and tear thereof excepted, as the same now are. During possession Lessee shall make no unlawful or offensive use of the premises, nor permit any strip or waste of the premises.
- <u>Right of Entry</u>. Lessor, his agents and employees may enter upon the leased premises at any reasonable time for the purpose of examining the condition thereof, or for any other lawful purpose.
- 5. <u>Sublease</u>. Lessee shall have the right to Sublease all or any part of the leased premises.
- 6. <u>Taxes</u>. Lessor shall be responsible for paying all taxes and assessments levied against the subject property.
- 7. <u>Insurance</u>. Lessee shall include the leased premises in her business owner's liability insurance policy and shall name the Lessor as an additional insured thereunder. Lessee shall indemnify and hold Lessor harmless from all claims or demands arising from the negligence of the Lessee and her agents and employees.
- 8. Eminent Domain. In case of the condemnation or appropriation of all or any substantial part of the leased premises by any public or private corporation under the laws of eminent domain, this lease may be terminated at the option

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of either party hereto on twenty days written notice to the other party and in that case the Lessee shall not be liable for any rent after the date of Lessee's removal from the premises.

- Costs and Attorney's fees. In the event that suit or action is brought to enforce any provisions of this Lease or for failure to observe any covenant of 9. this Lease, the prevailing party shall be entitled to collect from the other party such sums as the Court may adjudge reasonable as attorney's fees to be allowed in said suit or action and on any appeal of the decision in said suit or action.
- 10. Notices. Any notice required by the terms of this Lease may be given by one party to the other by deposit, postage prepaid, in the U. S. Registered or Certified-Return Receipt Requested Mail, addressed to the party to receive notice at the address first stated herein. Any such notice shall be deemed conclusively to have been delivered seventy-two hours after deposit thereof
- 11. Access Way. Lessor and Lessee mutually agree to keep open a strip of land 20 feet in width of which 10 feet shall be on Lessor's premises and 10 feet on Lessee's premises for access to the above described leased premises.

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

Robert Eyster STATE OF IDAHO

)SS.

County of

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The foregoing Instrument was acknowledged before me this _____day of May, 1984, by Robert L. Eyster. 1. Con

STATE OF OREGON))ss. County of Klamath)

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The foregoing Instrument was acknowledged before me this ______ day of ______ day of ______ 1984, by Alice G. Kilham.

(SEAL)

WM. M. GANONG NOTARY PUBLIC OREGON	
NOTARY PUBLIC OREGON	WM. M. GAMONG
• • • •	
	NY COMMISSION EXPIRES 11-2-86

Notary Public for Oregon

STATE OF OREGON,) County of Klamath) Filed for record at request of

Return 10! Worm Mr. Gornong 1151 Pine Sti Klomath Falls, Osc 9760)

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on this 18thdoy of June A.D. 19 84
at 11:27 o'clock A M, and duly
recorded in VolM, and duly
Page_ 10143
EVELYN BIEHN, County Clerk
By thm Amith Deputy
Fee 8.00 Deputy

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