

43895

LEASE

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This Indenture of Lease, made and entered into this 1st day of December, 1984, by and between John and Betty Hinkle and Robert G. Huard, hereinafter called Lessors and Woodrow Edgar and Idella M. Edgar, hereinafter called Lessees,

WITNESSETH:

That in consideration of the covenants, agreements and payments herein contained on the part of lessee to be paid, kept and faithfully performed by lessee, the lessors do hereby lease unto lessee:

Lots 10 and 11 in Block 203 of Mills Second Addition to the City of Klamath Falls, Oregon, and including the store building located thereon, but excepting therefrom that portion of the building rented to Lynn's Auto Repair, and excepting therefrom that portion of said lots which were conveyed to the State of Oregon by deed dated November 1, 1943, recorded November 10, 1943, in Vol. 159 at page 542, and subject to the easement contained in said deed.

To have and to hold said premises unto lessee for the term of one year from and including the 1st day of December, 1984 to and including the 30th day of November, 1985, said lessee paying and yielding as annual rental thereof the sum of \$4,200 as follows: \$350 on the 1st day of each month.

In consideration of the foregoing, lessee does covenant and agree with lessor as follows:

That lessee will make no unlawful or offensive use of said premises, and will not assign, transfer, pledge, surrender or otherwise encumber or dispose of this lease, or options, or the estate created in this lease or any interest in any portion of the same without the written consent of lessor being first obtained.

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 of such breach.

It is expressly understood and agreed that lessor shall be responsible only for the maintenance of the roof, exterior walls, sidewalk and parking lot including fence, provided that lessee shall have called lessor's attention to the defect, in writing, in time to have given lessor reasonable time in which to repair or remedy said defect.

If said premises are so destroyed or damaged by fire as to make them unfit or unsuitable for the purpose for which let, then this lease shall terminate and end.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first written.

(SEAL) John Hinkle (SEAL)

(SEAL) Betty Hinkle (SEAL)

(SEAL) Robert G. Huard (SEAL)

STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for record on the 4th day of December A.D., 1984 at _____ o'clock _____ M, and duly recorded in Vol. _____ of _____ Deeds on page 20250.

Fee: \$ 5.00

EVELYN BIENN, COUNTY CLERK

by: Pam Smith, Deputy