

The Lease attached  
 To this addendum shall be  
 extended until Dec 31st 1987  
 with like pymts of \$3500<sup>00</sup>  
 July 1st & Nov 1st 1987.

Said Lease Between  
 Wolff Ranch Inc. & Bea Hickey  
 for the property known as  
 The Murphy Place.

Wolff Ranch Inc.  
 Jerry W. Wolff  
 Bea Hickey  
 dated 12-4-86 at  
 San Rafael, Ca.

Ret.  
 Wolff Ranch Inc  
 HC.30 Box 22A  
 Chiloequin Ore  
 97624

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19 02

LEE 213\*00

THIS AGREEMENT, Made this

EE HICKEY

day of

19

; by and between

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State of Oregon

,

lessor, and

WOLF RANGE, INC.

County,

of Klamath

County, State of Oregon

, lessee;

WITNESSETH, That the said lessor, for and in consideration of the covenants and agreements herein-after mentioned, to be kept and performed by the lessee, his executors, administrators and assigns, has leased and does hereby lease and let unto the lessee all of those premises lying and being in Klamath County, State of Oregon, and described as follows, to-wit:

Lots 20 & 21 east of the highway  
Government Lots 19, 22, 27, 30, Section 29, Township 35 South, Range 7, E.W.M.  
Known locally as the OLD MURPHY PLACE.

To Have and to Hold the above described premises to H. L. W. unto the lessee, and his ex-ecutors, administrators and assigns, from the 1st day of May, 1982, for, during and until the 30th day of April, 1987, he paying the rent therefor as hereinafter stated.

And the lessee, in consideration of the leasing of the premises, as aforesaid, by the lessor to the said lessee, does covenant and agree with the said lessor, his executors, administrators and assigns, to pay lessor rent for said premises in the manner following, to-wit:

A payment of \$3500.00 shall be made on July 1, and November 1, 1982 and each July 1st and November 1st of each year a like payment shall be made during the term of the lease.

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It is understood and agreed that the said lessee shall not underlet said premises, or any part thereof or assign this Lease without the written assent of the lessor first having been obtained thereto.

~~TERMINATION~~  
THE FOLLOWING CONDITIONS SHALL APPLY TO THIS LEASE:

1. The lessor shall put a new metal gate on the Day School road outlet.
  2. The lessee shall maintain joint property fences and the lessor shall pay  $\frac{1}{2}$  of the expense.
  3. The lessor shall pay expenses for maintenance on existing fence.
  4. The lessee shall fence the immediate property surrounding the house, provided cattle are grazed there.
  5. The lessee shall farm the property at his discretion, applying appropriate fertilizers for the crops planted. The lessee shall plant any crop he chooses, provided it is a legal crop. Crops planted shall be of a nature suited to proper rotations and congenial to good agricultural practices of this region.
  6. Any A.S.C. or S.C.S. payment shall be Wolff property, provided they were earned by him.
  - \* 7. Any irrigation or drainage ditches that are relocated to improve irrigability shall be at the lessee's expense.
  - \* 8. The lessee shall be allowed to remove any portable irrigation pipes, valves, wheel lines, head gates, or equipment directly related to irrigation.
- \*CONTINUED ON ATTACHED PAGE

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said lessor to re-enter the said premises and remove all persons therefrom; the lessee waiving any notice to quit or of intention to re-enter under the statute.

And the said lessee covenants to pay to the said lessor the said rent as herein specified, and that at the expiration of the said term, or other determination of this Lease, the said lessee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit (damages by the elements excepted); and the said lessor covenants that the said lessee, on paying the said rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said described premises for the term aforesaid.

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.

IN WITNESS WHEREOF, the parties have hereunto interchangeably set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Executed in the presence of

*Wolff Ranch, Inc.*  
*by Edward Wolff, Inc.*

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of January A.D., 19 87 at 3:31 o'clock P M., and duly recorded in Vol. M87  
of Deeds on Page 440

FEE \$13.00

Evelyn Biehn, County Clerk  
By *[Signature]*