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LEASE OPTION AGREEMENT Vol Ng1 Page 25811 THIS AGREEMENT made and executed this 254 day of September, 1987, by and between SANDY MILLER, hereinafter day of Lessor, and Erwin Miller, hereinafter called Lessee, WITNESSETH: WHEREAS Lessor is the owner of certain real property situated in Klamath County, State of Oregon, more particularly described as follows: Lots 25 and 32 Section 4 Township 36 Range 7 East of the Locs 25 and 52 Section 4 Township 36 Kange / East of the Willamette Meridian, County of Klamath, State of Oregon, and the Mobile Home. (40 acres) AND WHEREAS Lessee desires to lease said real property; now, therefore, IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED that Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the above described real property together with all appurtenances for a term of 25 years to commence on March 1, 1987, and to end on February 29, 2012, at 11:59 o'clock p.m., upon the following terms and conditions. SECTION ONE Lesse agrees to pay without demand to Lessor as rent for the demised premises the sum of \$1,340.00 annually in advance on the 1st day of March, each year beginning March 1, 1987 to any SECTION TWO

QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing Covenants herein contained, Lessee shall peacefully and the quietly have, hold and enjoy the demised premises for the agreed

SECTION THREE USE OF PREMISES

The demised premises shall be used and occupied by Lessee exclusively for farm use and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than for farm use. Lessee shall Comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the eidewalke connected thereto during the term of this and the sidewalks connected thereto, during the term of this

LEASE OPTION AGREEMENT - PAGE 1

SECTION FOUR CONDITION OF PREMISES

Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in a safe, clean and tenantable condition.

SECTION FIVE ASSIGNMENT AND SUBLETTING

Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessors' option, terminate this lease.

SECTION SIX ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes and improvements built, constructed or placed on the demised premises by Lessee, with the exception of fixtures, removable without damage to the premises and movable personal property shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

SECTION SEVEN DAMAGE TO PREMISES

If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessees negligence or wilful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged other than by Lessee's negligence or wilful act or that of their employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

SECTION EIGHT UTILITIES

Lessee shall be responsible for arranging for and paying for all utilities services required on the premises.

SECTION NINE MAINTENANCE AND REPAIR

Lessee will, at his sole expense, keep and maintain the and remain during the term of this loage and sanitary condition and repair during the term of this lease and any renewal thereof. and repair during the term of this rease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house of on or about the leased premises in good order and repair; keep the firstee clean. When the electric bells in order. Keep the walks furnace clean; keep the electric bells in order; keep the walks turnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and at his sole expense, shall make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage thereto shall make all employee, family, agent or visitor.

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SECTION TEN RIGHT OF INSPECTION

Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the promises and all buildings and improvements inspecting the premises and all buildings and improvements

SECTION ELEVEN DISPLAY OF SIGNS

During the last 30 days of this lease, Lessor or his agents shall have the privilege of displaying the usual "For Sale" agents Shall have the privilege of displaying the usual for build or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. SECTION TWELVE HOLDOVER BY LESSEE

premises with the consent of Lessor after the natural expiration Should Lessee of this lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminable on 30 days written notice served by either Lessor or Lessee on the other party.

SECTION THIRTEEN SURRENDER OF PREMISES

At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the Commencement of this lease, excepted use and wear thereof and damages by the elements

SECTION FOURTEEN DEFAULT

If any default is made in the payment of rent, or any Part thereof, at the times hereinabove specified, or if any default is made in the performance of or compliance with any other term of condition hereof, the lease, at the option of Lessor, LEASE OPTION AGREEMENT - PAGE 3

shall terminate and be forfeited, and Lessor may re-enter the shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given 72 hours notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 72 hours of receipt of such potice Lessee has corrected the default or breach 22814 receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction

SECTION FIFTEEN ABANDONMENT

If at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may, at his Option, enter the demised premises by any means without being liable for any prosecution thereof, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at their discretion, as agent for the whole or part of the then premises, or any part thereof, for the whole or part of the then premises, or any part thereof, for the whole or part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessors' option, hold Lessee liable for any difference between the rent that would have been under this loave during the balance of the unexpired term payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the rent for such period It this lease had continued in force, and the rent for such period realized by Lessor by means of such reletting. If Lessors' right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging which case Lessor may dispose of all such personal property in any which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and are hereby relieved of all

SECTION SIXTEEN OPTION TO PURCHASE

Lessor grants to Lessee the option to purchase the demised premises at any time during the term of this lease, provided that Lessee is not in default of the terms of the lease Lessee shall give Lessor not less than 60 days notice agreement. Lessee sharr give Lessor not tess than ou days not te in writing of the exercise of this option. The purchase price Lessee shall give Lessor not less than 60 days notice shall be the sum of \$15,020.00. The option herein granted is shall be the sum or \$15,020.00. The option herein granted as personal to Lessee and may not be assigned, conveyed, or in any way transferred, voluntarily, involuntarily or by operation of Any attempt to so transfer this option shall automatically

SECTION SEVENTEEN REPRESENTATION BY ATTORNEY

The parties hereto acknowledge that his lease agreement prepared by Michael L. Brant, 325 Main Street, Klamath Falls, Was Oregon solely on behalf of Lessor and that said attorney in no way represents Lessee. Lessee is encouraged to seek independent legal

SECTION EIGHTEEN BINDING EFFECT

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the LEASE OPTION AGREEMENT - PAGE 4

parties hereto, and all covenants are to be construed as

IN WITNESS WHEREOF, the parties have executed this lease at Klamath Falls, Oregon, the day, month and year first above written.

LESSOR: LESSEE: nilles J/ Cun Miller STATE OF OREGON)ss. County of Klamath appeared the above-named Lessor, and acknowledged the foregoing instrument to be his voluntary act and deed. NOTAK C7 2.0 yne M. apel Notary Public for Oregon (SUE)ALC) My Commission Expires: 8-1-89 OFORE STATE OF OREGON 0)ss. County of Klamath Before me this Ist day of _____ mt___, 1987, personally appeared the above-named Lessee, and acknowledged the foregoing instrument to be his voluntary act and deed. M. (Ihel ynin Notary Public for Oregon My Commission Expires: 8-1-89 0001 STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of of _____ December A.D., 19 87 at 10:51 o'clock A M., and duly recorded in Vol. _ the ____23rd M87 _ on Page _____22811___ FEE Evelyn Biehn, County Clerk \$25.00 Bv LEASE OPTION AGREEMENT - Page 5