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LEASE AND OPTION AGREEMENT

## \_\_\_\_<u>Vol. m89\_</u>Page\_\_\_**9844**

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to an time while this lease is in this take and stight energy as harding they like THIS AGREEMENT, Made and enlered into this 6 th<sup>-3</sup> tank day of December , 1988 by and between Marlyn Mooreum is to start intraction and an enlered into the start interest of the start of

hereinalter called the first party (whether singular or plural), and . Pace, Leasing WITNESSETH: In consideration of the covenants herein contained to be kept and performed by second.

because restant to the law could on to be the theory of a contrary culture with adding to the transformation of the two could be the theory of the two could be two could be the two could be the two could be two could be the two could be t known as 

rental of \$8ee Scheduleer and state during said term, payable in advance in lawful money of the United States to the order of the lirst party at the following address

Schedule 1. First years lease to be paid for by paying the cost to move and setup said trailor.

2. Second years lease to be paid for by replacing the broken windows in the trailor, the broken windows in the trailor, the broken windows in the trailer is the train of the trailer is the train of the train of the trailer is the train of the train of

Before Becolling 1990; second party has option to purchase trailor and addon for \$2,350 and the the first and second parties are a

our main to that a straight a bries bee belief to the straight of the straight and (a hat moment were east The respective parties hereto agree to the following terms and conditions:

The respective parties hereto agree to the following terms and conditions: (a) At the beginning of this lease, the said premises shall be equipped at first party's expense with electric wiring and plumbing facilities capable of producing hot and cold running water and adequate heating facilities. (b) The second party expressly agrees to pay said rents at the times and place aforesaid; to use said premises for residential or permit any waste or strip thereof; not to make any alterations or improvements upon said premises or asid premises; not to suffer said premises or any part thereof, or permit any other person to occupy the same without first party's written consent first obtained; all heat, light, water, power and other services or utilities (including garbage disposal) used on said premises; to keep said premises; ncluding all exposed plumbing, heating equipment and apparatus at all times in good repair and to pay for all repairs on said premises during the term of this lease except those which the first party hereinalter specifically agrees to make; to keep the rool air heat, nent, water, power and other services or utilities (including garbage disposar) used on said premises; to keep said premises, including all exposed plumbing, heating equipment and apparatus at all times in good repair and to pay for all repairs on said premises during the term of this lease except those which the list party hereinalter specifically agrees to make; to keep the rool of the building on and the sidewalks surrounding said premises free of snow, ice, rubbish and debris during the term hered; not in the windows and doors of said premises with glass of as good or better quality than that now in use; to permit entry to the premises to those persons, at such times, for such purposes and upon such notices as set forth under ORS 91.785; to keep said premises and all future additions to the same, broom-clean, to the lirst party, peaceably, quietly and in as good order and condition, lease the lirst party agrees to maintain the exterior walls; gutters, downspouts; unexposed plumbing, and foundations of the building on said premises and the sidewalk thereabout in good order and repair; provided, however, that all sums expended by (c) In the event of the estruction of the building on said premises, itom any termination hereof, to guit all sums expended by (c) In the event of the destruction of the building on said premises, itom any certain the site each expenditure is made. and huilding is more than the other, effective as of the date of said destruction; provided, however, that if the damage to said huilding is more than.

vided in ORS 105.105 to 105.160. (e) All repairs, additions, improvements and alterations in and to said premises made by the second party shall be and become the property of the first party as soon as made. Any holding over by the second party after the expiration of this lease shall be deemed a tenancy from month to month only, terminable in the manner provided by law by either party hereto.

(OVER) mb . <u>d12</u> A i) . 19 <u>89</u> <u>at 17:28</u> o'clock <u>PM.</u> and duly recorded in Val. 289 unit. - 10 Ramor to brough for Long Evelyn Bielm . County Clerk 591.22 C By STALL

## Volume Page 9844

\$9845

(1) OPTION TO SECOND PARTY—At any time while this lease is in full force and effect, except as hereinalter provided, and second party is not in default in his performance hereot, the said lirst party, for value received, hereby gives and grants unto the second party the sole, exclusive and irrevocable right and option to purchase the above described premises subject to and upon the terms and conditions set forth in the form of purchase adreement hereto attached at and for a price to be ascertained as fol the second party the sole, exclusive and irrevocable right and option to purchase the above described premises subject to and upon the terms and conditions set forth in the form of purchase agreement hereto attached, at and for a price to be ascertained as fol-

(1) The net sum so ascertained shall be the option price on said premises. (2) Time is of the essence hereof and this option shall be null and void and of no force and effect unless exercised 31st. December 90

by the second party on or before the 31 st

by the second party on or before the 100 day of DECEMBET. 10.00, at 5:00 P.M. by notilying the first party of his intent to exercise said option by a writing forwarded to the first party at first party's address stated below: immediately thereafter the parties hereto, following the formula stated above, shall determine the amount of said purchase the delivery of said agreement of sale and purchase, the second party shall make the first or down payment stated in said agreement. agreement. (3) Within ten days from the date of said purchase agreement; the 'lirst party agrees to deliver to the second party a policy of tille insurance insuring in the amount of said selling price marketable title to the above described premises in thrst assumed by second party in said sale; said lirst party may have a 'reasonable' time to correct any detects of title which may (4) Should second party fail to exercise his and option the tendent larst the to correct any detects of title which may

r. (4) Should second party lail to exercise his said option, the foregoing lease shall continue until terminated pursuant to its terms.

to move and setup said trailor.

(c) The first party is the owner of said Decision of the service of process and receive and receipt for notices and demands of process and receive and receipt for notices and

is the manager thereod duly authorized on behall of the owner to accept service of process and receive and receive in montes and (h) This lease and option shall bind and inure to the benefit of the first service of process and receive and receive in montes and (h) This lease and option shall bind and inure to the benefit of the second party and assigns of the first party, and, so far as parties hereto but their respective heirs, executors and assigns of the second party as well. (i) In construing this lease and option agreement it is understood that the tirst and second parties, one or both of them, may mean and include the plural, the masculine, the feminine and the context so requires, the singular pronoun shall be taken to assume and implied to make the provisions hereof apply equally to corporations and to more than one individual. (i) In the event of any suit or action on this lease and option agreement, reasonable attorney's fees may be awarded by the assumed and implied to make the provisions hereot apply equally to corporations and to more than one individual. (j) In the event of any suit or action on this lease and option agreement, reasonable attorney's lees may be awarded by the trial court to the prevailing party in such suit or action, and on appeal, it any similar reasonable attorney's lees may be awarded by the the appealate court to the party prevailing on such appeal. trial court to the prevaiing party in such suit or action, and on appear, itear, the appellate court to the party prevailing on such appeal, addition of the factor.

(k). First party agrees that second party shall have a right to be a correct any flaw that may popup that does not materially

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Filed for record at request of June

Marilyn Moore A.D., 19 89 at 12:28

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