FORM No. 177—FARM LEASE—Short Form. M10 22781-L

ON 9623

Vol. M89 Page 25202

THIS AGREEMENT, Made this 29 day of December, 19 89, by and between CATHYRN BARRETT (MORSE)

State of Oregon, lessor, and JOSEPH BEAL MILLER, JR. of Klamath County, of Klamath County, State of Oregon, lessee;

WITNESSETH, That the said lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the lessee, lessee's 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:

Government Lots 25 and 32, Section 4, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

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To Have and to Hold the above described premises with the appurtenances unto the lessee, and the lessee's executors, administrators and assigns, from the ..... day of As noted below* 19....., for, during and until the ..... day of ....., 19....., the lessee 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, lessor's executors, administrators and assigns, to pay lessor rent for said premises in the manner following, to-wit: $1.00 per year.

*Lease period is for the life of Lessee and shall permit use of leased premises for period of 5/1 through 10/1 of each year of 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.

~~That on repairs~~
Lessee, his assigns, licensee, and or guests shall hold Lessor harmless from any damage or injury suffered on said premises during the period lessee is in possession of said premises.

Lessee shall not overgraze or permit waste of the premises and shall surrender said premises on the agreed date each year.

This lease shall terminate immediately on the death of Lessee and is therefore expressly not assumable or assignable.

Premises has metal barn and Lessee shall have the right to use said barn during the period of this lease each year from May 1 through October 1. Lessor shall have right to use said barn from October 2 through April 30th each year.

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 $1.00 per year. *rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said described premises for the term aforesaid.* ~~XXXXX~~ and on conditions 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 29 *day of* December, *19* 89

Executed in the presence of

Joseph Beal Miller

Joe Miller Jr

MTC

25204

STATE OF OREGON,

County of Klamath } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 29 day of December, 19 89, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Joseph Beal Miller and Cathryn Barrett Morse

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My Commission expires 7/13/93

AFTER RECORDING RETURN TO:
MTC

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title the 29 day of Dec A.D., 19 89 at 2:36 o'clock p M., and duly recorded in Vol. M89, of Deeds on Page 25202.

Evelyn Biehn County Clerk

By Bernetha G. Letsch

FEE 13.00