

TO

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THIS AGREEMENT, entered into on

October 20, 1994, by and between

Richard E. and Kathleen Takacs, lessor, and Stateline Parts Supply, Inc., lessee;

WITNESSETH: That the said lessor, in consideration of the covenants herein mentioned, does hereby lease unto the said lessee, executors or administrators, for a period of Fifteen Years

from March 1, 1995 to and including

March 1, 2010

the following described premises, to-wit:

NAPA auto Parts Store located at 22301 Stateline Road, Klamath County, Merrill, Oregon

and the said lessee does hereby promise and agree to pay said lessor therefor the rent following, to-wit:

Pay \$5000.00 per month payable on the 5th day of each month for fifteen years beginning March 1, 1995 to March 1, 2000, to March 1, 2005 at which time the base rent of \$5000.00 shall be adjusted by ratio of the change in the national consumer's price index, as reflected in the Wall Street Journal as of March 1, 1995, March 1, 2000, and March 1, 2005.

SEE SUBORDINATION AND ATTORNEYMENT ON BACK

payable on March 5, 1995 and the 5th of each month thereafter

and to return said premises at the expiration of said time in as good order and condition as they are now in, reasonable wear and tear, fire and unavoidable casualties excepted.

Any holding over by the lessee after the expiration of the term of this lease, or any extension thereof, shall be as a tenancy from month to month and not otherwise.

IN WITNESS WHEREOF, said parties have executed this agreement in duplicate on _____, 19____

STATELINE PARTS SUPPLY, INC.

by Richard E. Takacs President

State of OREGON, County of KLAMATH ss.

Personally appeared the above named RICHARD E. TAKACS and KATHLEEN TAKACS and RICHARD E. TAKACS, PRESIDENT OF STATELINE PARTS SUPPLY, INC. and acknowledged the foregoing instrument to be their voluntary act and deed. Dated October 21, 1994



OFFICE SEAL
SELENE JOHNSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 018718
MY COMMISSION EXPIRES SEPT. 28, 1995

Before me, _____

Notary Public for OREGON My Commission expires 9/28/96

NOTE: This form is to be used for a lease of a dwelling unit as defined in ORS 91.705(3) as follows: "Dwelling unit means a structure or the part of a structure that is used as a home, residence or sleeping place by the person who maintains a household or by two or more persons who maintain a common household" (See forms Nos. 244, 766, 818).

When recorded return to: Richard E. Takacs

22031 Stateline Road
Merrill, OR 97633

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SUBORDINATION AND ATTORNMEN. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any trust deed, mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof which may now or hereafter affect Landlord's fee title to the Premises and to any other instrument encumbering the fee title of the Premises and to any modifications, renewals, consolidations, extensions, or replacements thereof. Tenant shall, upon demand, at any time or times, execute, acknowledge, and deliver to Landlord or the holder of any such trust deed, mortgage, deed to secure debt, deed of trust, or other instrument, without expense, (i) any and all instruments that may be requested by Landlord or such holder to evidence the subordination of this Lease and all rights hereunder to the lien of any such trust deed, mortgage, deed to secure debt, deed of trust, or other instrument, and each such renewal, modification, consolidation, replacement, and extension thereof or (ii) any and all instruments that may be necessary to make this Lease superior to the lien of any such trust deed, mortgage, deed to secure debt, deed of trust or other instrument, and each renewal, modification, consolidation, replacement, and extension thereof. If the holder of any trust deed, mortgage, deed to secure debt, deed of trust or other instrument affecting or encumbering the fee title of the Premises shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, Tenant shall, at the option of such holder, attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor Landlord and Tenant, subject to all of the terms, covenants, and conditions of this Lease. Upon written request from Tenant, Landlord shall use its good faith, reasonable efforts to obtain a non-disturbance agreement from the holder of any trust deed, mortgage, deed to secure debt, deed of trust or other instrument affecting or encumbering the fee title of the Premises, in a form reasonably satisfactory to such holder.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 21st day of Oct A.D. 19 94 at 3:19 o'clock P.M., and duly recorded in Vol. M94 of Deeds on Page 32841
 Evelyn Biehn - County Clerk
 By Pauline Anderson

FEE\$35.00