

06-16-95P01:00 RCVD

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KNOW ALL MEN BY THESE PRESENTS, that DON POTTER and

JEAN POTTER, husband and wife, hereinafter referred to as

LESSOR, for and in consideration of amounts herein stated, do

hereby bargain, give and grant to HAL PAINTER and JIM BROWN,

hereinafter referred to as LESSEE, a lease of and to the follow-

ing described real property to-wit: The Northeast corner measur-

ing 100 feet North and South by 200 feet East and West of the

South 1/2 Southwest 1/4 of Section 5, Township 35, South Range

9 E.W.M., to have and to hold the aforesaid described real pro-

perty for the period of 10 years from the date of this instrument,

on the following terms and conditions, to-wit:

1. LESSEE shall retain possession of said premises, and LESSOR shall have no liability whatsoever, for waste, damage or liability of any kind whatsoever because of this Lease instrument.

2. LESSEE shall pay to LESSOR the sum of \$350 on the date of the execution of this instrument, and \$350 each year hereafter for and during the term of this Lease. Each annual payment shall be made to LESSOR at their last known residence within 10 days of the first day of October of each year.

3. LESSOR shall pay all taxes and assessments of whatsoever kind or nature on and to said real property during the term of this Lease. However, if taxes or assessments increase during the term of this Lease, LESSOR and LESSEE shall negotiate an appropriate annual payment to be made by LESSEE to LESSOR, to compensate LESSOR for the increase in taxes or assessments for the above described property.

4. In the event of condemnation of part or all of the above described real property, by any public authority, LESSEE shall take no part of any compensation received as a result of said condemnation. LESSEE shall keep said premises

O. W. GOAKEY  
ATTORNEY AT LAW  
SUITE 214

FIRST NATIONAL BANK BLDG.  
KLAMATH FALLS, ORE. 97601

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ck 50<sup>00</sup>

Return:  
Jim Brown  
11729 SPRAGUE RIVER RD.  
CHILQUINO, OR 97624

1 insured against loss by fire at all times, in an amount not to  
2 be less than 80% of the assessed value of the improvements on  
3 said property, and LESSEE shall obtain liability insurance of an  
4 appropriate amount and LESSOR shall have no liability, legal or  
5 otherwise, nor any loss of and to said property or arising out  
6 of the use of said property by LESSEE.

7 5. LESSEE shall not cut, destroy, harvest or in any  
8 way endanger timber located on the above described property.

9 6. IT IS FURTHER UNDERSTOOD AND AGREED that LESSEE  
10 shall construct on the above described property, a dwelling to  
11 be used as their residence and any other use which is not un-  
12 lawful, improper or offensive use of said dwelling, and at the  
13 end of the term of this Lease, and any extensions thereto, all  
14 right, title and interest to said dwelling shall vest in LESSOR  
15 without compensation to LESSEE except as further agreed in writing.  
16 At the expiration of the term of this Lease, or upon any sooner  
17 termination, said LESSEE will quit and deliver up the premises  
18 and all future erection or additions to or upon the same to said  
19 LESSOR or those having their estate therein, peacefully, quietly  
20 and in as good order and condition as the same now are or are  
21 put in by the LESSOR or those having their estate in the premises.

22 7. LESSEE shall not assign this Lease nor sublet to  
23 permit any other person or persons occupy the same without the  
24 consent of the said LESSOR in writing or those having their  
25 estate in the premises, being first obtained in writing and also  
26 that it shall be lawful for the said LESSOR and those having  
27 their estate in the premises, at reasonable times to enter into  
28 and upon the same to examine the condition thereof.

29 8. LESSOR hereby grants to LESSEE the option to renew  
30 this Lease at the termination of this Lease term for a further  
31 and additional term of five years. Rent is to be mutually  
32 agreed upon or arbitrated at the conclusion of this Lease term.

1 Notice of election to exercise said option shall be given in  
2 writing, and shall be either personally delivered to us or shall  
3 be mailed by Certified mail to LESSORS last known address, and  
4 said notice shall be given not less than 30 days prior to the  
5 end of the term of this Lease.

6 9. LESSEE agrees to keep and maintain both the ex-  
7 terior and interior of the premises above stated as well as the  
8 surrounding real property.

9 10. LESSOR hereby agrees to furnish and convey to  
10 the LESSEE an easement and right of way to the above described  
11 real property across property now owned and occupied by LESSOR,  
12 and to maintain said easement and right of way in a good state  
13 of repair.

14 11. In the event LESSEE shall make all of the payments  
15 herein mentioned by LESSEE to be made promptly within ten days  
16 of the due date thereof, and shall keep and maintain all of the  
17 covenants herein contained on his part to be kept and maintained  
18 and LESSEE shall have the continued peaceful possession of the  
19 premises herein leased, but in the event LESSEE fails or omits  
20 to make any of the payments herein mentioned by LESSEE to be made  
21 for a period of over ten days from the due date thereof or shall  
22 breach any of the covenants herein contained by LESSEE to be kept  
23 and maintained then and in such event, LESSOR may at LESSOR'S  
24 option and while such breach or default continues to declare this  
25 Lease terminated and of no further force and effect and may re-  
26 enter and take possession of said premises and remove the affects  
27 of LESSEE forcibly if necessary without being held in trespass,  
28 all without forfeiture on the part of LESSOR or any of LESSOR'S  
29 rights for the strict enforcement of this agreement or for the  
30 collection of rents and without right of reclamation on the part  
31 of said LESSEE of any money theretofore paid by LESSEE to LESSOR  
32 and any waiver by LESSOR of any breach or default shall not be

considered as a continuing waiver and in the event suit or action is instituted by LESSOR, to enforce any of the provisions of this Lease, LESSEE agrees to pay in addition to the costs and disbursements provided by statute, a reasonable sum as attorney's fee in said suit or action.

IN WITNESS WHEREOF the respective parties have executed this instrument the day and year first hereinabove written in duplicate.

Don Potter  
Don Potter, Lessor

Jean Potter  
Jean Potter, Lessor

Hal Painter  
Hal Painter, Lessee

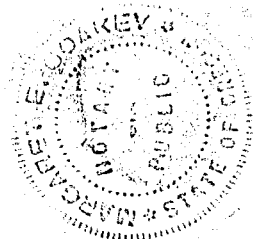
Jim Brown  
Jim Brown, Lessee

STATE OF OREGON )  
County of Klamath )

BE IT REMEMBERED, that on this 11<sup>th</sup> day of December, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DON POTTER, JEAN POTTER, HAL PAINTER and JIM BROWN, who are known to me to be the identical individuals 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 official seal the day and year last above written.

Margaret E. Goakey  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3/19/77



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A mutual agreement between the Lessees & the Lessors:

The lease shall continue until the deaths of the Lessees, the lease money being paid according to the existing lease between the lessees and the Lessors.

Donald Patten \_\_\_\_\_ lessor

John Patten \_\_\_\_\_ lessor

Hal Patten \_\_\_\_\_ lessee

Jim Brown \_\_\_\_\_ lessee

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Jim Brown the 16th day  
of June A.D., 19 95 at 1:00 o'clock P M., and duly recorded in Vol. M95,  
of Needs on Page 15878.

FEE \$50.00

By Bernetha G. Leisch County Clerk  
Spette Shultz