## (:E 6365

## LEASE OPTION AGREEMENT

This agreement is to be attached to and because	ome a part of Earnest Money and
Sale Agreement # dated August	2003 by and between
To T Dance and Guerr T Doors	as Lessor and
Jason Paul Wright and Kellie Lorann Wright	hereinafter called
Lassee;	
Lessor hereby leases to Lessee the premises	situated ar 4009-300-700 and 800
Klameth Co	ounty of Klamath, State of
Oregon and more particularly described as2820_01d_M	idland Rd.
Klamath Falls, Oregon 97603 together with all app	nurtenances for a term of
Two Years (see terms of Agreement) to	commence on
September 1st, 2003 and to end on September 1st,	2005 at
ecroping &	
•	
RENT: Lessee agrees to pay without den	nand to Lessor as rent for the
premises the sum of payments equal to those due on	Loan #020154655 in Thinks the
Sapproximate amount/payable 35 follows:	\$1.385.00 Doilars
5 each month beginning of some six	
at 422 Main St Klamath Falls, Oregon 9760	
, withfull payment	Doilars \$
of each payment going towards the rent andany_addition	onal payments Doilars
5 of leady fatythent going towards the Option	to purchase.
QUIET ENJOYMENT: Lessor covens	ants that on paying the rent and
performing the covenants herein commined, Lessee shall per	2 0 0
performing the covenants herein contained, Lessee shall per and enjoy the premises for the agreed term.	2 0 0
performing the covenants herein contained, Lessee shall per and enjoy the premises for the agreed term.  USE OF PREMISES: The Premises shall	accivily and quietly have, hold
and enjoy the premises for the agreed term.  USE OF PREMISES: The Premises sha	accivily and quietly have, hold
and enjoy the premises for the agreed term.  USE OF PREMISES: The Premises shall be seen exclusively as a private single family residence. Less	accivily and quietly have, hold all be used and occupied by usee shall comply with all the
and enjoy the premises for the agreed term.  USE OF PREMISES: The Premises sha	all be used and occupied by see shall comply with all the overnmental authorities
	Joh L. Deese and Susan L. Deese  Jason Paul Wright and Kellie Lorann Wright  Lessee;  Lessor hereby lesses to Lessee the premises  Klamath  Oregon and more particularly described as 2820 Old M  Klamath Falls, Oregon 97603 together with all app  Two Years (see terms of Agreement) to  September 1st, 2003 and to end on September 1st,  October 1 Comments agrees to pay without der  premises the sum of payments equal to those due on  Sapproximate amount/payable 38 follows:  sech month beginning Control  at 422 Main St Klamath Falls, Oregon 9760  with full payment  of each payment going towards the rent and any addition  of each payment going towards the rent and any addition  of each payment going towards the rent and any addition  of each payment going towards the rent and any addition

and regulations unique to the	area of	
2820 Midland Rd.		· · · · · · · · · · · · · · · · · · ·

CONDITION OF PREMISES: Lessee stipulates that he/site has examined the premises, including the grounds and all buildings and improvements, and that it is, at the time of this lease, in good order, and a safe, clean and tenantable condition.

ASSIGNMENT OF SUBLETTING: Lesses shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof without the prior written consent of Lessor, with the understanding the Lessor would not unreasonably withhold consent. 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 the Lessor's option, terminate this lease.

ALTERATIONS AND IMPROVEMENTS: Lessee shall make no alterations to the buildings on the premises or construct any building or make other improvements on the premises without the prior written consent of Lessor. All alterations, changes and improvements built, constructed or placed on the 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 premises at the expiration or sooner termination of this lesse.

DAMAGE TO PREMISES: If the premises, or any part thereof, shall be partially damaged by fire or other casualty not due to lessee's negligence or willful 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 by Lessee's negligence of willful act or that of his 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 rem shall be promated up to the time of the damage and the Option money in the amount of any amount paid in addition to/monthly payment is to be refunded. All other moneys paid shall be considered rem.

DANGEROUS MATERIALS: Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

UTILITIES: Lesses shall be responsible for arranging for and paying for all utilities services required on the premises.

MAINTENANCE AND REPAIR: Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair: and, at their sole expense, shall make all required repair to appliances left on premises, plumbing, heating apparatus, and electric or gas fixtures.

ANIMALS: Lessee shall keep no more than (\_\_\_) domestic animals on or about the leased premises without the written consent of Lessor.

RIGHT OF INSPECTION: Lessor and his/her agents shall have the right at a reasonable appointed time (no less than 24 hours) during the term of this lease and any renewal thereof to enter the premises for the purpose of inspecting the premises and all building and improvements thereon.

SURRENDER OF PREMISES: If at the expiration of the lease term the Option is not exercised. Lessee shall quit and surrender the premises in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

DEFAULT: Lessee will be considered in default if the tent is not paid within (\_\_30\_) days past the \_lat\_\_day of each mouth. If any default is made in the payment of tent, or any part thereof, at the times herein above 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 the Lessor, 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 notice, Lessee have corrected the default or breach or have taken action reasonably likely to effect such correction within a reasonable time.

ABANDONMENT: If at any time during the term of this lease, Lesser abandons the premises or any part thereof. Lessor may, at his/her option, enter the premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his/her discretion, as agent for Lessee, relet the premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting.

## OPTION TO PURCHASE

Upon the signin	g by all parties to this agreement. \$ 3.000.00
	Dollars shall be paid and shall be consideration for
	ssee the option to purchase the premises at any time during
the term of this lease, provided	that Lessee is not in default of the terms of the lease
agreement. Lessee shall give L	essor not less than 30 days notice in writing of the exercise
of this Option. The terms and o	conditions of sale shall be \$187,000.00
	Dollars, S , purchase price
payable contemporaneously with October 1/200	th mender of a warranty deed on or before the <u>lst</u> day of
	≈ on the purchase price the sum of \$3,000.00  Dollars heretofore paid by Lessee to Lessor as
Option money and if rents paid additional payments above	according to specified terms an additional S Amot equal to any monthly payment Dollars per month shall be credited to
Option down payment making a	total credit of \$3,000 + additional/Payments
payments	rised sooner than 24 months, any payments above monthly
	Dollars from each month paid shall be credited to
downpayment	
If this Option is not exer	cised then Option money and all rents paid shall be

If this Option is not exercised then Option money and all rents paid shall be considered rent only and all funds paid shall be forfeited.

Lessor shall pay for property taxes and insurance during the term of the lease.

Additional terms: It is agreed between parties that lease of the "shop" to third party will run to 12/2003 and lease may or may not be renewed. Lessee shall be reimbursed approximately \$350.00 per month until such time as existing lease expire and terms of the lease herein are current. At the end of the existing lease to third parties it will be the option of lessee to sub-let the "shop" so long as the terms of the lease herein are current.

and all covenants are to be constitued as conditions of this lease.	
Date: 081803 Lesson:	
John L. Deese	
Date: 08/803 Lessor: Susan L. Deese	
Dane: Lessee: Jagon Paul Wright	
Dane: Lessee: JULI TW-HIN UU Kelfle Lorann Wright	19h
IN WITNESS WHEREOF, the parties have executed this lease at Klama	rh.
1	<b>144</b>
Fails, Oregon, on Allinot 16, 18, first above written.	
U	
STATE OF OREGON )	
) ss.	
County of Klamath )	
D 2013	
10 1	
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above named and	
acknowledged the foregoing instrument to be their voluntary act and pieed.	
/ Al , Y	
BRENDA P. RODRIGUEZ	
NOTARY PUBLIC - OREGON @ NOTARY Public TOT Oregon ( )	
COMMISSION NO. 348071  My commission expires: 9-6-05	
SEAL	
STATE OF OREGON )	
) SS.	
·	
County of Klamath )	
Before me this 10 day of Under Dersonally appeared the	
above named Jason that whigh t and Kellie Lovain and	
which and	
acknowledged the foregoing instrument to be his/her voluntary act and deed.	1
emean state CAMPELL V	
NOTARY PUBLIC OFFESON  My commission expires: 3-0/1-06	
NY COMMISSION BEFORE MANCH 27, 2006 (A	
(A)	

LEASE OPTION AGREEMENT PAGE 5 of 5

BINDING EFFECT: The covenants and conditions hereto contained

shall apply to and hind the beirs, legal representatives, and assigns of the parties hereto,