

En. Justin Thorne

2007-001425

Klamath County, Oregon



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Fee: \$41.00

Life Tenancy Agreement

THIS AGREEMENT, the effective date of which is the 25 day of January, 2007, by and between JOSEPH W. EMMERT and BETTY JANE EMMERT, husband and wife, hereinafter called "Life Tenants," and FRANK ANDERSON and SUSAN ANDERSON, Trustees of the Frank and Susan Anderson Family Trust dated July 18, 2006, hereafter called "Fee Simple Holders."

RECITALS:

- The parties have entered into an agreement to sell certain real and personal property according to the terms of that certain Sale Agreement, the effective date of which is the same as this Life Tenancy Agreement. Said Sale Agreement is referred to herein as "Sale Agreement." A description of the premises to which the Life Tenancy Agreement pertains is attached hereto as Exhibit "A," and referred to in this agreement as the "subject property."
- As part of the Sale Agreement, the terms of this Life Tenancy Agreement has been agreed to by the parties.
- Life Tenants shall have right to possess the subject property pursuant to the terms herein, and subject to the terms of the Sale Agreement.
- It is intended that the terms of this agreement shall survive the Sale Agreement and be valid for the life of Life Tenants or upon earlier termination, if any.
- Life Tenants presently reside in a residence located on the subject real property and rent out other residences on the subject real property.
- It is the intent and agreement of the parties that Life Tenants shall continue to possess and rent the property according to the terms herein.

AGREEMENTS:

This agreement is \$1.00 and other valuable consideration, receipt of which is hereby acknowledged. The parties hereby agree as follows:

- I. The terms of Sale Agreement are incorporated herein.
- II. Life Tenants shall be entitled to retain and maintain exclusive possession of the subject property, receive rents and exercise control of the property with the same rights and duties of a life tenant according to the laws of the state of Oregon and as further defined herein.
- III. Life Tenants shall pay all personal property taxes, and other governmental assessments and fees associated with the subject property.
- IV. Life Tenants shall neither commit nor permit waste of said premises. Life Tenants shall maintain the property in as good condition as the property is presently, reasonable wear and tear excepted. In the event that mobile homes become uninhabitable, Life Tenants shall have the option of

replacing such home or choosing to remove such home without replacement. Fee Simple Holders reserve the right to go on said property at any reasonable time during the term of this Contract for the purpose of inspecting and protecting the same; however such right of entry shall not interfere with rental obligations which may be in place for portion or all of the premises.

- V. The Life Tenancy shall be terminated upon any of the following:
- 1.) Life Tenants abandoning the property; or
 - 2.) The death of both Life Tenants; or
 - 3.) Life Tenants delivering to Fee Simple Holders written notice of termination of the Life Tenancy.

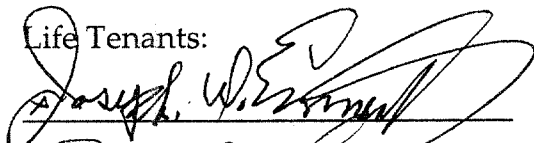

For purposes of this provision, abandonment shall be the failure of Life Tenants to occupy the premises or exercise control over the premises for a period of 120 consecutive days.

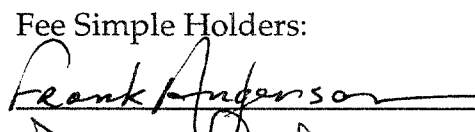

- VI. Upon termination of the Life Tenancy, the parties shall cooperate in clearing the record of the interests of Life Tenants.

- VII. The parties further agree that failure by Fee Simple Owners at any time to require performance by the Life Tenants of any provision hereof shall in no way affect Fee Simple Owners' rights hereunder to enforce such performance nor shall any waiver by Fee Simple Owners of any breach of any provision hereof be held to be a waiver of any succeeding breach or as a waiver of the provision itself.

- VIII. This agreement shall be binding on the parties hereto and upon their successors, assigns and personal representatives.

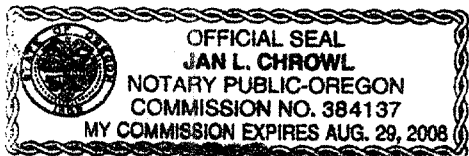
In witness hereof we have hereunto set our hands:

Life Tenants:



Fee Simple Holders:



STATE OF OREGON)
) ss.
County of Klamath.)

The foregoing instrument was acknowledged before me this 25 day of January, 2007, by JOSEPH W. EMMERT and BETTY JANE EMMERT.



Jan L. Chrowl
Notary Public for Oregon
My Commission expires: 8-29-08

STATE OF OREGON)
) ss.
County of Klamath.)

The foregoing instrument was acknowledged before me this 25 day of January, 2007, by FRANK ANDERSON and SUSAN ANDERSON.



Jan L. Chrowl
Notary Public for Oregon
My Commission expires: 8-29-08

EXHIBIT A

THE DESCRIPTION OF THE PREMISES THAT IS SUBJECT TO THE LIFE TENANCY AGREEMENT IS AS FOLLOWS:

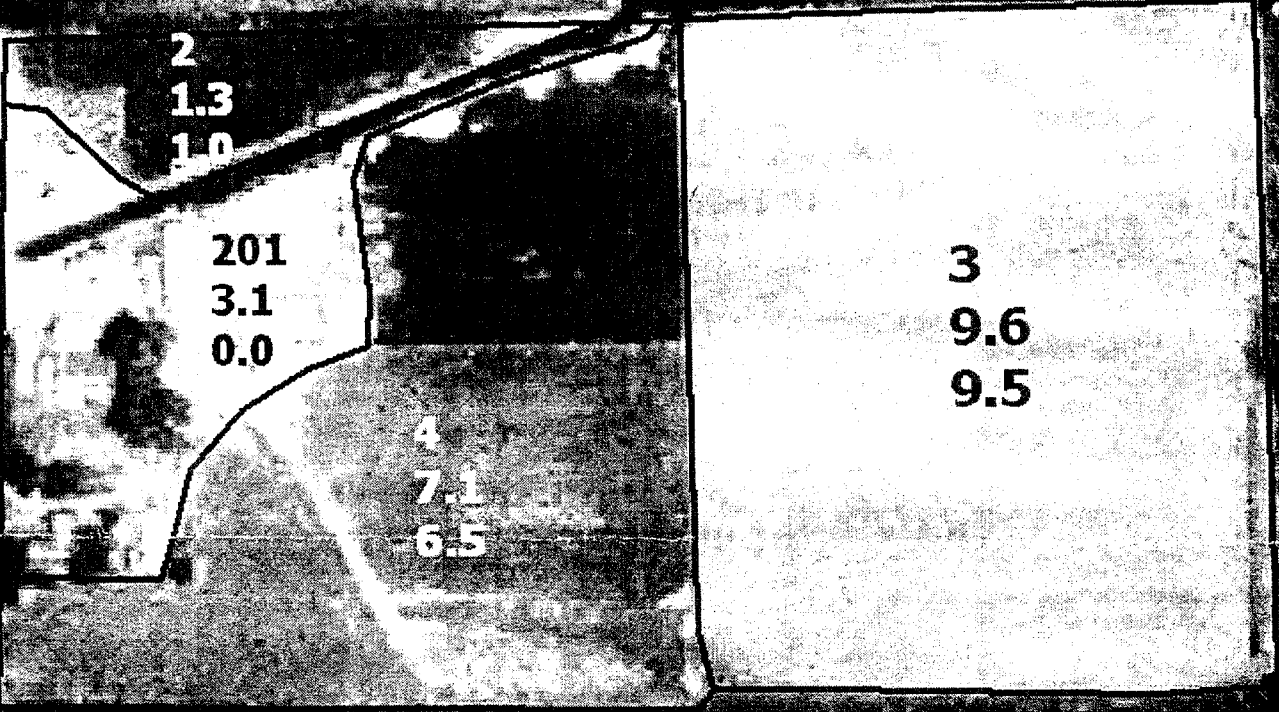
An area of approximately two (2) acres, herein called the "Life Tenancy Property," that is located within a portion of each of the legal parcels which are described as:

Parcel 1: South 1/2 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 Township 40 South, Range 9 East of the Willamette Meridian

Parcel 2: Northeast 1/4 of the Northwest 1/4 of Section 14, Township 40 South, Range 9 East of the Willamette Meridian.

The Life Tenancy Property is shown on the accompanying map as within Tract #201, and includes the residential stick-built dwelling and the area on which are located several manufactured home.

The Life Tenancy Property does not include the haybarn or any other structure that is used primarily in the operation of the farm.



T 425

1
29.0
28.5

Map of Tract 425 Klamath County

1	-----	Field
0.0	-----	GIS acre
0.0	-----	FSA acre