

2007-020016
Klamath County, Oregon



00035892200700200160060066

11/28/2007 09:32:03 AM

Fee: \$46.00

2007-018790
Klamath County, Oregon



00034431200700187900050054

11/01/2007 03:54:19 PM

Fee: \$41.00

Returned @ County
Jason
Jason Chaulet
PO Box 154
Midland OR 97634
Tax Statement

A298-10
R298-04

QUITCLAIM DEED

re-record to correct legal description and there is no
life estate 2007-018790

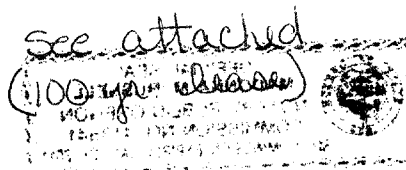
THIS QUITCLAIM DEED, Executed this 3 day of October, 2007 (year),
by first party, Grantor, Justin Chaulet
whose post office address is P.O. box 337 Midland OR 97634
to second party, Grantee, Jason Chaulet
whose post office address is P.O. Box 154 Midland OR 97634

WITNESSETH, That the said first party, for good consideration and for the sum of
One Dollar ^{no}cent Dollars (\$ 1.00) paid by the said second
party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim
unto the said second party forever, all the right, title, interest and claim which the said first party
has in and to the following described parcel of land, and improvements and appurtenances there-
to in the County of Klamath, State of Oregon to wit:

Midland Tract, Lot 55 POR, Acres 0.52

Midland Tract, Lot 55 POR, Acres 4.02

See attached
(legal description)



AEHH (1)

Rev. 4/99

If your state requires 8 1/2" x 11" forms, cut off the bottom of this page at the dotted line.



0 53926 20040 5

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Angela J. Fuller
Signature of Witness

Angela J Fuller
Print name of Witness

Julie Cobian
Signature of Witness

Julie Cobian
Print name of Witness

Justin G Chaulet
Signature of First Party

Justin G Chaulet
Print name of First Party

Signature of First Party

Print name of First Party

State of _____)
County of _____
On _____ before me,
appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

M. Russell
Signature of Notary

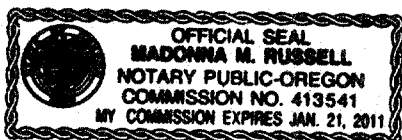
Affiant _____ Known ☒ Produced ID
Type of ID Oregon Dmv
(Seal)

State of Oregon)
County of Klamath
On 10-31-2007 before me, Justin G. Chaulet
appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

M. Russell
Signature of Notary

Affiant _____ Known ☒ Produced ID
Type of ID Oregon Dmv
(Seal)



M. Russell
Signature of Preparer

Madonna M. Russell
Print Name of Preparer

2972 Washburn Wy
Address of Preparer Klamath Falls, OR 97601

(2)

If your state requires 8 1/2" x 11" forms, cut off the bottom of this page at the dotted line.

100 yr. Lease
~~MONTHLY RENTAL AGREEMENT~~

THIS AGREEMENT, entered into this 03 day of October, 2007 (year),
by and between Jason Chaulit, hereinafter Lessor,
and Justin Chaulit, hereinafter Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as:

located at: 10144 So. Hwy 97 midland OR. 97634

for a tenancy from ~~month-to-month~~ commencing on the day of ,
(year), and at a monthly rental of ,
Dollars (\$ ~~00~~) per month, payable monthly in advance on the day of each
and every month, on the following **TERMS AND CONDITIONS:**

1. **Occupants.** The said premises shall be occupied by no more than adults and children.
2. **Pets.** No pets shall be brought on the premises without the prior written consent of Lessor.
3. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
4. **Repairs or Alterations.** Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.
5. **Upkeep of Premises.** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.
6. **Assignment and Subletting.** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.
7. **Utilities.** Lessee shall be responsible for the payment of all utilities and services, except , which shall be paid by Lessor.
8. **Default.** If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

9. Security. The security deposit in the amount of \$ _____, shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

10. Right of Entry. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.

11. Deposit Refunds. The balance of all deposits shall be refunded within two (2) weeks (21 days in California) from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

12. Termination. This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

13. Attorney's Fees. The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

14. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. Lead Paint Disclosure. "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

16. Additional Terms and Conditions.

(100 yr lease)
This is void upon death of Justin Chaulet-
were changing life estate to
100yr lease. There is no life estate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

Signed in the presence of:

Witness

Justin G Chaulet
Lessee

Witness

Lessor

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Exhibit A

That portion of Tract 55, MIDLAND TRACTS, Klamath County, Oregon, lying between the Easterly right of way line of the Central Pacific Railroad and the Westerly right of way line of the Dalles-California Highway, more particularly described as follows:

Beginning at the intersection of the Westerly right of way line of the Dalles-California Highway with the South line of said Tract 55 of Midland Tracts, said point also being on the North line of Modoc Street in the plat of First Addition to Midland, extended Westerly; thence North $89^{\circ} 55'$ West a distance of 28.5 feet, more or less, to the Easterly right of way line of the Central Pacific Railway; thence North $33^{\circ} 36'$ East a distance of 142.8 feet, more or less, to a corner in said right of way; thence North $56^{\circ} 24'$ West a distance of 100 feet to the Easterly right of way line of said Central Pacific Railway; thence North $33^{\circ} 36'$ East, along said right of way, a distance of 160.75 feet to a point; thence South $56^{\circ} 24'$ East, at right angles to said right of way, a distance of 58.75 feet to a point; thence North $33^{\circ} 36'$ East, parallel with said right of way, a distance of 10.0 feet; thence South $56^{\circ} 24'$ East, at right angles to said right of way, a distance of 76.75 feet, more or less, to the Westerly right of way line of the Dalles-California Highway; thence South $36^{\circ} 34'$ West, along said Westerly right of way line, a distance of 300 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM any portion lying within public roads, railroads or public utilities.

CODE 162 MAP 3908-03600 TL 00700 KEY #502405