

2023-008716

Klamath County, Oregon



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10/06/2023 03:08:27 PM

Fee: \$92.00

Cathy L. Crothers, Lessor

Lynne Oberg, Lessee

After recording, return to: Michael Spencer

RESIDENTIAL LEASE AGREEMENT AND OPTION TO PURCHASE

This Residential Lease Agreement and Option to Purchase is entered into by and between, hereinafter **Cathy L. Crothers** referred to as "Lessor", and **Lynne Oberg**, hereinafter referred to as "Lessee".

For **Twenty Five Thousand Dollars (\$25,000.00)**, hereinafter referred to as the "Option Money" and other valuable considerations the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

1. **GRANT OF LEASE:** Lessor does hereby lease unto Lessee and Lessee does hereby rent from Lessor the personal residence located at 311 N. LaLakes Ave., Chiloquin, Oregon 97624 and described as:

Lots 16 and 17, Block 9 of WEST CHILOQUIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2. **TERMS OF LEASE:** This lease shall commence on the **6th** day of **October, 2023** and extend until the **6th** day of **April, 2027**, unless extended or terminated pursuant to the terms hereof

3. **RENTAL PAYMENTS:** Lessee agrees to pay unto Lessor as the rent the sum of **\$1,200.00** per month for the first month of this lease and for each month thereafter during the term of this lease, said sum being due on or before the **1st** day of each month. Each monthly rental payment shall be prepaid at the beginning of each month. A late fee of \$50.00 shall be charged if payment is not made by the 5th day of each month.

4. **LESSEES COVENANTS:** It is agreed and understood by Lessee the following:

(a) that the leased premises shall be used only as a private dwelling and for no other purposes whatsoever.

(b) that all the usual electric, gas and water fees shall be paid by Lessee.

(c) that Lessee shall maintain the premises in good condition during the continuance of this agreement and shall neither cause nor allow any abuse of the facilities therein, and upon the termination or expiration thereof shall redeliver the property in as good condition as at the commencement of the term or as may be put in during the term, reasonable wear and tear from use and obsolescence accepted, in the event the option to purchase is not exercised.

(d) that Lessee is and shall be responsible and liable for making repairs and or replacements that may be required for injury or damage to the leased premises, equipment or facilities, or kitchen appliances therein.

(e) that Lessee shall not make or cause to be made any changes, alterations, additions or attach any objects of permanence to portions of the building or do anything that might cause injury or damage to the leased premises without the written consent of Lessor.

(f) that all personal property placed in or upon the leased premises, or in any storage rooms, shall be at the risk of the Lessee, or the parties owning same, and Lessor shall in no event be liable for the loss or damage of any such property.

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(g) that Lessor retains a landlords lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leases premises.

(h) that Lessee must give Lessor thirty (30) days advance written notice of his intention to vacate the premises prior to the first day of the month at which the lease will be terminated. Lessee understands that such a termination may only be effective on the first day of a month. Lessee may not terminate on any day other than the first day of the month. Thus, partial monthly rental payments are not allowed and rent shall not be prorated.

5. **RIGHTS AND PRIVILEGES OF LESSOR:** Lessor shall have the following rights in addition to all other rights given by the law of the State of Oregon:

(a) the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers.

(b) Lessor shall not be responsible for repairs to the premises which shall be the responsibility of Lessee.

(c) It is agreed and understood that Lessor, it's agents and employees shall not be liable to any person for any damages of any nature which may occur at any time on account of any defect in the leased premises, the building in which the leased premises are situated or the improvements therein, whether said defect exists at the time of execution of this lease or arises subsequent hereto and whether such defect was known or unknown at the time of such injury or damage, or for damages from fire, wind, rain or any other cause whatsoever, all claims for such injuries and damages being specifically waived by Lessee.

(d) Lessor shall not be responsible or liable for any accident or damage to automobiles, persons, or any other equipment or persons utilizing parking facilities upon the leased premises. The failure of Lessor to insist upon the strict performance of the terms, covenants, and agreements hereto shall not be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, covenant, or condition but the same shall continue in full force and effect.

(e) Real estate taxes and insurance on the leased premises shall be paid by Lessor.

6. **INSURANCE AND DESTRUCTION OF PREMISES:** Hazard and fire insurance shall be acquired and maintained by Lessor, the proceeds of which shall be payable to Lessor. In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or other cause beyond the control of Lessor, then this agreement shall cease and terminate as of the date of such destruction, and the rental shall then be accounted for between Lessor and Lessee up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Lessor so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Lessor shall, within a reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

7. **TERMINATION OF LEASE:** This lease may be terminated by either party upon thirty (30) days advance notice to the other party without further obligation pursuant to the terms thereof. If Lessee fails to comply with any of the terms, conditions, or covenants contained in this agreement, including the payment of rent and amounts due by Lessee for damages or injuries to the leased premises, then upon giving written notice as required by Oregon law, Lessor may terminate this lease and re-enter and retake possession of the leased premises, but no such termination of this lease or recovering possession shall deprive Lessor of any other action or remedy for possession, for rent, or for damages. Notice of termination shall be delivered to Lessee at the address of the leased premises, by United States Mail, postage prepaid. In the event that Lessor employs an attorney to collect any rents or other charges due hereunder by Lessee or to enforce any of Lessee's covenants herein or to protect the interest of the Lessor hereunder, Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.

8. **OPTION TO PURCHASE:** Lessee is hereby given an option to purchase the leased premises at any time after **October 7, 2023** up to the date of termination of this lease for a purchase price of **\$185,000.00** payable in cash at closing. This option to purchase shall be exercised by Lessee by giving (30) days notice in writing to Lessor. Within thirty (30) days after Lessee has exercised this option as herein above provided, the Lessor shall deliver to Lessee a Warranty Deed covering the leased premises, prepared by AmeriTitle. Said Warranty Deed shall reflect that fee simple title to the subject property is vested in Lessee and shall be subject only to easements, rights-of-way of record, and mineral reservations. Closing of the conveyance between Lessor and Lessee shall take place within ten (10) days of Lessor's delivery to Lessee of an acceptable Warranty Deed as provided herein. All expenses of the sale including survey, attorney's fees, recording fee and any other cost shall be paid by equally. Taxes shall be prorated. From the total purchase price of \$185,000.00, Lessee shall be granted credit for the Option Money referred to above and 25% of all lease payments made. However, if the Lease is terminated for any reason or the Option is not exercised as required herein, none of the Option Money or payments shall be refunded to Lessee. Lessor shall provide for an Owner's title policy at Lessor's expense.

9. **ASSIGNMENT OR TRANSFER:** Lessee shall not have the right or power to transfer, assign or sublease this lease or any provision thereof without the express written consent of Lessor.

10. **HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Lessee to transfer or assign this lease in violation of any term hereof.

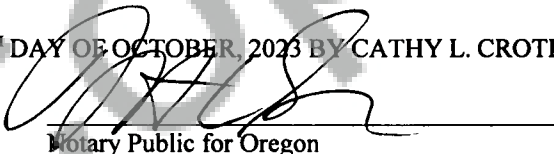
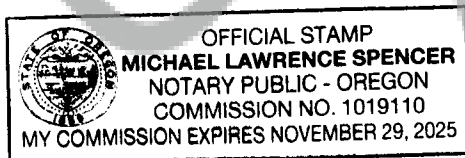
11. **ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties hereto and neither party is bound by any representations or agreements of any kind except as contained herein.

WITNESS THE SIGNATURE(S) this the 6th day of October, 2023.

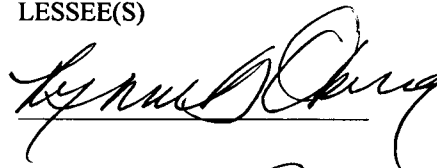
LESSOR



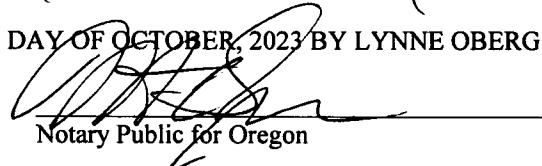
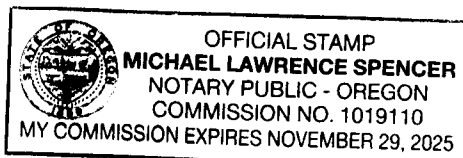
SUBSCRIBED AND SWORN TO BEFORE ME THIS 6TH DAY OF OCTOBER, 2023 BY CATHY L. CROTHERS.


Notary Public for Oregon

LESSEE(S)



SUBSCRIBED AND SWORN TO BEFORE ME THIS 6TH DAY OF OCTOBER, 2023 BY LYNNE OBERG.


Notary Public for Oregon

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