

ten (10) days, Purchasers shall be deemed in default and subject to the remedies provided hereinabove.

ATTORNEY'S FEES: In the event of legal or equitable action to enforce any of the rights, conditions or covenants contained herein, it is understood and agreed that the prevailing party therein shall be entitled to: (1) Reasonable attorney's fees to be fixed by the trial court; and (2) If any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney's fees in said appellate court.

ESCROW ARRANGEMENTS: As soon as practicable following the execution of this Agreement, Transamerica Title Company shall deliver in escrow to Western Bank, 421 South Seventh Street, Klamath Falls, Oregon, the following:

(a) An unrecorded Warranty Deed to the property free and clear of any and all encumbrances, except as hereinabove set forth.

(b) The executed original Contract of Sale.

The parties hereby instruct said escrow agent to receive for Sellers' account the balance of the installment payments provided herein. Said escrow agent is further authorized and instructed that it is to close the escrow and deliver the documents to the parties entitled thereto at such time as all sums called for hereunder, including interest, have been fully and completely paid by Purchasers.

This Contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns and personal representatives. HOWEVER, Purchasers shall not assign this agreement, the rights thereunder, or the property covered thereby without the written consent of the Sellers being first obtained. The Sellers agree not to withhold their consent unreasonably.

The Purchasers warrant to and covenant with the Sellers that the real property described in this Contract is primarily for Buyers' personal, family, household or agricultural purposes.