

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee, vendee shall, at the demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit, in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to be sold or otherwise disposed of for the purpose of protecting and preserving the same, the vendor shall not be bound to purchase the same, and the proceeds of such sale shall be applied to the payment of the debt due to the vendor, and the balance, if any, shall be paid to the vendee.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein; and in the event possession is so taken by vendee he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And, in case suit or action is instituted to foreclose such suit or action shall be

And, in case suit or action is instituted to foreclose or to enforce any of the foregoing rights, the prevailing party in such suit or action shall be entitled to receive from the other party his costs, which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed; the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendee further agrees that failure by vendor at any time to require performance of the obligations herein set forth shall in no way affect vendee's right hereunder to vision hereof.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself. In construing this contract, it is understood that vendor or the vendee may be referred to as "they" or "it" and that generally the singular pronoun shall be taken to include the plural.

any provision hereof shall be deemed a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself. In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, the neuter, and that generally all grammatical changes shall be made, assumed and implied to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the heirs, executors, administrators and assigns.

NOTE: This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument the persons acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

Witness the hands of the parties the day and year first herein written.

Susan M. Fisher
 Susan M. Fisher

[Signature]
 [Signature]

Susan M. Kerber, Personal Representative of the Estate of Leland Lincoln Thrapp

Richard D. Miranda
Debbie Miranda

STATE OF WASHINGTON

County of Thurston

Personally appeared

Debbie Miranda

February 19, 1988

February 19, 1988
 Personally appeared the above named Susan M. Kerber and her husband John M. Kerber and acknowledged the foregoing instrument to be her act and deed, as Personal Representative.
 Notary Public
 State of Washington
 My Comm. Expires February 19, 1990

Commission expires DEC. 31, 1989
My commission expires: Dec 31st 1989

From the office of
WILLIAM L. SISEMORE
Attorney at Law
First Federal Bldg.
540 Main Street
Klamath Falls, Ore.

State of Oregon, County of _____
 I certify that the within instrument was received for record on the _____ day
 of _____ 19____ at _____ o'clock _____ m and recorded in book _____
 on page _____ Record of Deeds of said County.
 Witness My Hand and Seal of County Affixed.
 By _____ County Clerk - Recorder
 _____ Deputy

3212

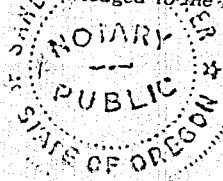
STATE OF OREGON,

County of Klamath } ss.FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 28th day of January, 19 88,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named RICHARD D. MIRANDA and DEBBIE MARANDA, husband and wife

known to me to be the identical individual(s) described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Sandra Handsaker
Notary Public for Oregon.

My Commission expires 7-23-89

Ref: AT + 2

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow, Inc. the 7th day
of March A.D., 19 88 at 3:26 o'clock P M., and duly recorded in Vol. M88
of Deeds on Page 3210.

FEE \$15.00

Evelyn Biehn, County Clerk
By [Signature]