

Acklin and Stout Contract Agreement.

From: Thomas L. and Beth E. Stout (Sellers)

To: Fred P. and Mary L. Acklin (Buyers)

Subject: Barter (Option 1) or Sale (Option 2) of properties described as follows in Arrowhead Village; Block 8 Lot 3 and Block 8 Lot 10. Options 1 & 2 would be solely determined at the Stout's discretion.

Option 1: Acklins would furnish all rock, gravel, and transportation of materials to the Stout's proposed R.V. site, approximately one mile west of the Odessa Mercantile on Highway 140 West. Material would be sufficient enough to complete all roadways, parking lots, R.V. pads, and a gravel filter system to meet or exceed all state and county codes and requirements as well as the weights of various vehicles constructing or utilizing the R.V. park. A reasonable time frame will be agreed upon between the Stouts and Acklins as to when construction will be started and completed at the R.V. site. Upon final inspections and completion the Stouts will convey free and clear title to the Acklins for the above described properties.

Option 2: If for any reason whatsoever the Stouts decide not to construct the R.V. park, or other unforeseen circumstances occur, the Acklins or their heirs agree to pay to the Stouts two thousand dollars (\$2,000.00) within thirty days of written notice by the Stouts and \$203.00 per month for 84 months.

## Addendum:

- 1) Upon the signing of this contract and during the interim, the Stouts will allow the Acklins to construct and excavate on the property that will eventually be conveyed to the Acklins.
- 2) Acklins will also be responsible for taxes or liens after this date.
- 3) Stouts will make all tax payments current up to this date.
- 4) Acklins accept total liability on these properties and hold harmless the Stouts in the case of any injuries or fatalities that may occur.
- 5) Escrow fees to be split 50/50.
- 6) Should legal action take place, the prevailing party will be entitled to reasonable court costs and attorney fees.

Date 5-20-97 Thomas L. StoutDate 5/20/97

Beth E. Stout

Date

Fred P. Acklin

Date 5/20/97

Mary L. Acklin

STATE OF OREGON,

County of KLAMATH

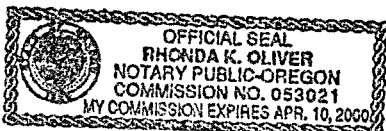
ss.

FORM No. 23—ACKNOWLEDGMENT.  
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BE IT REMEMBERED, That on this 20th day of May, 1997, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named THOMAS L. STOUT & BETH E. STOUT AND FRED P. ACKLIN AND MARY L. ACKLIN

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



[Signature]  
Notary Public for Oregon  
My commission expires APRIL 10, 2000

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Fred Acklin the 10th day of March A.D., 19 98 at 9:43 o'clock A. M., and duly recorded in Vol. M98 of Deeds on Page 7645

FEE \$30.00

Return: Fred Acklin  
6507 Henley Rd.  
KFO 97603

By [Signature] Bernetha G. Leisch, County Clerk