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ATC #03047430

THE PARTY OF THE PROPERTY OF THE PARTY OF TH THIS AGREEMENT, made and entered into this 1st day of April, 1998, by and between Noel W. Frederick and Jan M. Frederick, husband & wife, hereinafter called the vendee, and DeAnn L. Aking, hereinafter called the vendor: Dean State Control of the Dean Control ent in the live of the stages of the stages of the same of the stages of

the should be the control of the set of the set of the set of the second Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit: des rende une decire de la la cregação de consecção de consecção de consecção de consecção de consecção de consecção de consecções de consecçõ Lot 8, Block 12, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 HAP 3809-32BA TL 7700.

and finding a maney perpentual gave prent, and indicting the subset of the received and an SUBJECT TO: easements, rights of way of record, and those apparent on the land,

ion than on roman to also be also because the control of the contr trust deed dated July 24, 1995, recorded July 26, 1995, volume M95, page 19480, Deed Records, executed by Mountain Estates, Inc., as Grantor, Aspen Title & Escrow. Inc. as Trustee and Robert W. Friedberger and Mary Jane Friedberger, Trustees of the Robert W. and Mary Jane Friedberger Family Trust, which trust deed vendee does not assume and vendor agrees to hold vendee harmless therefrom, at and for a price of \$50,000.00, payable as follows, to-wit: \$4,500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$45,500.00 with interest at the rate of 10% per annum from April 1, 1998 payable in installments of not less than \$400.00 per month inclusive of interest, the first installment to be paid on the 1st day of May, 1998, and a further installment on the ist day of every month thereafter until the full balance and interest are paid. In addition to the monthly payments, the vendee shall pay into a savings account to be established through Aspen Title & Escrow, Inc., a sum equal to 1/12th of the annual real property taxes on the subject property. The current amount is \$36.47 per month. This amount shall be adjusted annually when the tax statement is received by the vendor. The vendor shall have the responsibility to furnish a copy of the tex statement to Aspen Title & Escrow, Inc., with instructions to adjust the payment amount. If any payment is not made within 10 days from the date it is due, the vendee shall pay, a late payment penalty of \$50.00.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the Aspen Title & Escrow, Inc. at Klamath Palls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than S: FULL INSURABLE VALUE with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee, that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and encumbrances of whatsoever nature and kind and agrees not to suffer or permit any part of said property to become subject to any taxes; assessments, liens, charges or encumbrances, whatsoever having precedence over rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property on April 1, 1998. A CALL MAN AND A CONTRACT OF STREET, SOLEN

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all encumbrances whatsoever, except trust deed dated July 24, 1995, executed July 26, 1995, in book M95, page 19480, Deed Records, Klamath County, Oregon, executed by Mountain Estates, Inc., as grantor, Aspen Title & Escrow, Inc. as Trustee and Robert W. Friedberger and Mary Jane Friedberger, Trustees of the Robert W. and Mary Jane Friedberger Family Trust, which vendee does not assume, and will place said deed together with one of these agreements in escrow at the Aspen Title & Escrow, Inc. at Klamath Falls, Oregon, and shall enter into written escrow instructions 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 said escrow holder shall, on demand, surrender said instruments to vendor. hope to sell selles y lesson in constantion selles

Agreement - Page 1

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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; and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all of 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, full and perfectly as if this

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 take by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights. a rang kamanan mengelah jada kalandak kang bangan dengan dinantan kang dinantan dinantan kang dinantan dinantan

And in case suit or action is instituted to foreclose or to enforce any of the provisions hereof, 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 any 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. and to got the cut his time as a most sufficient

... 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. ear name (fillungs inigen(be an tribus annual early chart has to be be an an an annual early chart and the best of the second of the secon

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, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

estable and the second second second second and the teach the second side of the This agreement shall bind and inure to the benefit of, as circumstances may require. the parties hereto and their respective heirs, executors, administrators and assigns. arrise from the second was a court affectly resolution on strong affection to the court of

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 person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930. the contract of the contract of the state of the contract of t

THIS AGREEMENT WAS PREPARED BY WILLIAM IN SISEMORE FOR THE BENEFIT OF DEANN L. AKINS. THE VENDEES ARE ADVISED THEY HAVE THE RIGHT TO CONSULT WITH THEIR OWN ATTORNEY 上海**以**上,并2世,16年14年4月4日,15日,16日

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County of Klamath)
Personally appeared the above to 1
Personally appeared the above named DeAnn L. Akins and acknowledged the foregoing
instrument to be her voluntary act and deed. Before me OFFICIAL SEAL CAROLE A LINDE CAROLE A LINDE MOTARY PUBLIC-OREGON
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STATE OF OREGON

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April 1, 1998

County of Klamath

Personally appeared the above named Mgel W. Frederick and Jan M. Frederick and acknowledged the foregoing instrument to

OFFICIAL SEAL
CAROLE A. LIMDE
NOTARY PUBLIC-OREGON
CORAMISSION NO: 052726
MY COLAMISSION NO: 052726
MY COLAMISSION EXPRESS AUG. 18, 200

Until a change is request, send

tax statements to:
M(+M() FLEDERIOKS
487 RODSEVETT K. FAUS, DR 97601

AFTER RECORDING RETURN TO: ASPEN TITLE & ESCROW, INC. 525 MAIN STREET KLAMATH FALLS, OR 97601 ATTN: COLLECTION DEPT.

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Laudeth, Ami	0
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My Commission Expires: 8/15/cb	

STATE OF OREGON. County of Klamath 55.

Filed for record at request of:

<u> </u>	Aspen-Titl	e & Escy	cow		
on this	31st	day of	larch	_ A.D., _19	998
at		o'clock	Service of the service of	_ M. and duly	
in Vol.	82M	of_Deec	le .	Page1(394
				etsch, County	
	By /	attlum	R	101	
Fee,	\$40.00				Deputy.