

ATC #03047430

ALGER SENESE

CODE 1 MAP 3809-32BA TL 7700

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 Falls, 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 \$: 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.

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.

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 agreement had never been made.

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 vendor 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 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.

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 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.

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.

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.

THIS AGREEMENT WAS PREPARED BY WILLIAM L. SISEMORE FOR THE BENEFIT OF DEANN L. AKINS. THE VENDEES ARE ADVISED THEY HAVE THE RIGHT TO CONSULT WITH THEIR OWN ATTORNEY CONCERNING THIS AGREEMENT.

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

Noel W. Froelich

De Ann L. Akins

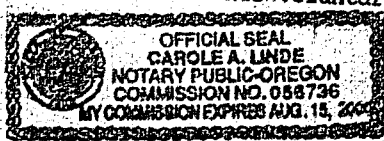
Jan M. Frederick

STATE OF OREGON

April 1, 1998

County of Klamath

Personally appeared the above named DeAnn L. Akins and acknowledged the foregoing instrument to be her voluntary act and deed. Before me,



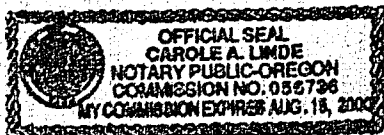
Carole A. Linde
Notary Public for Oregon
My Commission Expires: 8/15/00

10396

STATE OF OREGON)
) SS
 County of Klamath)

April 1, 1998

Personally appeared the above named Noel W. Frederick and Jan M. Frederick and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Carole A. Linde
 Notary Public for Oregon

My Commission Expires: 8/18/02

Until a change is request, send
 tax statements to:

Mc+Mcs FREDERICKS
427 RODSEVETT
K. FALLS, OR 97601

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

STATE OF OREGON,
 County of Klamath ss.

Filed for record at request of:

Aspen Title & Escrow

on this 31st day of March A.D., 1998
 at 3:21 o'clock P M. and duly recorded
 in Vol. M98 of Deeds Page 10394
 Bernetha G. Letsch, County Clerk

By Kathleen Rosal

Fee, \$40.00

Deputy.