



18V533

**REAL ESTATE CONTRACT  
(FORM A-1964)**

BOOK 75 PAGE 437

**QUEEN**

水 112.83

2-5 (e) 1083 w.c.p.

THIS CONTRACT, made and entered into this

30 day of OCTOBER 1978

between MELVIN L. EADES & DORIS J. EADES HUSBAND & WIFE  
hereinafter called the "Seller," and  
hereinafter called the "Buyer." RONALD T. & CAROL S. SAGAERT

**WITNESSETH:** That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in: Sacramento, CA.

**SKANIANA**  
from the New York Public Library

**County, State of Washington:**

LOT 4 IN THE MELVIN L. EADES SHORT PLATT RECORDED IN Book 2  
Page 70 HAVING A DESCRIPTION OF THE NORTH 237 OF THE SOUTH 1220  
FEET OF THE WEST 920 FEET OF THE WEST HALF, NORTHWEST QUARTER  
OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE  
MERIDIAN; TOGETHER WITH AND SUBJECT TO A 60 FOOT WIDE BASEMENT  
FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER AND ACROSS  
THE FOLLOWING DESCRIBED PARCEL: THE WEST 60 FEET OF THE SAID  
WEST HALF, OF THE NORTHWEST QUARTER OF SECTION 27 LYING SOUTH  
OF LABARRE RD., EXCEPT THE SOUTH 983 FEET.

**CONTAINING 5 ACRES MORE OR LESS.**

The terms and conditions of this contract are as follows: The purchase price is **TWELVE THOUSAND DOLLARS**, AND NO/10.

**TWO THOUSAND DOLLARS AND NO/100** 12,000 Dollars, of which  
paid, the receipt whereof is hereby acknowledged, and the balance of 12,000 Dollars (one half) to remain as follows:

ONE HUNDRED DOLLARS AND NO/100 IS 100.00 Dollars,  
more or less, to be paid on or before the 30 day of NOVEMBER . 1978

more or purchaser's option, on or before the due date, the purchase price plus have been fully paid. The Purchaser further agrees to pay interest on the remaining balance of said purchase price at the rate of six percent (6%) per annum from the due date until paid.

**Interest will be deducted from each instalment payment and the balance of each payment applied in reduction of principal.**

...to hermitage shall be made at  
the office may direct in writing. 233 S.W. FRONT PORTLAND, OREGON 1973

*Journal of Health Politics, Policy and Law*, Vol. 35, No. 3, June 2010  
DOI 10.1215/03616878-35-3 © 2010 by The University of Chicago

10. The following table shows the number of hours worked by each employee.

333 S.W. FRONT PORTLAND, OREGON 9723

As referred to in the following sections, the term "operator" means a person who has the right to control or direct the operation of a vessel.

卷之三

32 The purchaser agrees and agrees to pay before delivery, all taxes and assessments that may accrue between vendor and himself hereafter by reason of his holding the title and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or any other charge or payment of or agreed to purchase subject to, any taxes or assessments now or hereafter levied or assessed against him, the same will be due and payable.

(2) The insurance agent or broker shall keep the policy in full force to keep the buildings now and hereafter placed on said real estate insured to the benefit of said value. However, against fire or damage by wind, fire and windstorm in a company acceptable to the agent and for the particular

(3) The purchaser agrees that his occupation of said real estate has been made out and that neither the seller nor his assigns shall be held to pay or agreement for alterations, improvements, damages or repairs unless the covenant or agreement subject to it contained herein or is in writing and attached to and made a part of this contract.

4) The purchaser covenants all hazards of damage to or destruction of any improvements now on said real estate or heretofore placed thereon, failure of the seller to pay any part thereof for public use, and agrees that no such damage, destruction or taking shall affect his claim to payment of compensation to him at the time of sale, and further agrees that he shall be paid by the seller and the person to whom the compensation award remaining after such claim to allow the purchaser to apply it to the amount of compensation awarded him on the purchase price herein unless the damaged by such taking. In case of damage or destruction from a cause not arising against, the proceeds of any improvements of the reasonable expense of removing the same shall be retained by the seller or rebating of such improvements within a reasonable time, unless purchaser elects that such improvements shall be removed by him at the seller's expense.

(15) The seller has delivered, or agrees to deliver within 15 days of the date of closing, to purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAPHCO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the day of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing on said policy form;
  - b. Losses or circumstances which by the terms of this contract the purchaser is to assume, or as to which the loss or which indemnitor is to be made subject; and
  - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this contract shall be deemed due or payable.

(b) If Seller's title to and right of entry to property under an existing contract or contract under which seller is preparing to sell real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payment necessary to remove the default, and any payments so made shall be applied to the payments next falling due by the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above set forth, to execute and deliver to purchaser a statutory warranty deed thereof herein taken for public use, free of encumbrances except any which may attach after date of closing through any person other than the seller, and subject to the following:

deed to said tract except, excepting any

### EASEMENTS AND ANY EXCEPTIONS OF RECORD

(8) Unless a different date is provided for below, the purchaser shall be entitled to possession of said real estate on date of closing and to said real estate in good repair and not to permit waste and not to use or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished by said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment, if refund, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform, any condition or covenant hereof or to make any payment required hereunder promptly at the time and in the manner herein outlined, the seller hereby elects to declare all the purchaser's rights hereunder terminated, at which time all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited by the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no validity by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Served upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights, may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment received by purchaser, the purchaser agrees to pay a reasonable sum to attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, an judgment is intended, the purchaser agrees to pay a reasonable sum to attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above:

*Melvin L. Eades*

SEAL

*Doris J. Eades*

SEAL

*Ronald T. Sagaret*

SEAL

*Lance S. Sagaret*

SEAL

OREGON  
STATE OF WASHINGTON  
County of MULTNOMAH

On this day personally appeared before me *MELVIN L. EADES, DORIS J. EADES, RONALD T. SAGARET* and *CAROL S. SAGARET*, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

THEY signed the same as  
for the uses and purposes therein mentioned.

THIR

true and voluntary and does

GIVEN under my hand and affixed thereto this 1<sup>ST</sup> day of

NOVEMBER 1978

*Edie M. Schutte, OREGON  
Notary Public in and for the State of OREGON*

residing at PORTLAND, OREGON  
MY COMMISSION EXPIRES 7-23-81

57533



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED	<i>G</i>
INDEXED: DIR.	<i>1</i>
INDIRECT	<i>G</i>
RECORDED	<i>G</i>
COMPARED	<i>G</i>
MAILED	<i>G</i>

NAME *MEL EADES*

ADDRESS *233 SW FRONT*

CITY AND STATE *PORTLAND, ORE. 97204*

THIS STAMP IS FOR USE UPON RECORDER'S USE  
COUNTY OF MULTNOMAH

I HEREBY CERTIFY THAT THE INSTRUMENT INSTRUMENT OF TITLE, FILED BY <i>Melvin L. Eades</i> ON <i>November 1978</i> AT <i>1:30 PM</i> NO. <i>75-11-3</i> H-28
THE RECORDING IN BOOK <i>75</i> ON <i>Nov 1978</i> AT PAGE <i>634</i>
RECORD OF MULTNOMAH COUNTY, OREGON
<i>Edie M. Schutte</i> COUNTY NOTARY REC'D