



87534

REAL ESTATE CONTRACT (FORM A-1964)

BOOK 75 PAGE 636

11282

2-5-6000 W.O.P.

THIS CONTRACT, made and entered into this 30TH day of OCTOBER 1978

between CLIFFORD F. ORTH AND DOLORES J. ORTH, HUSBAND AND WIFE

hereinafter called the "seller," and DAVID J. KEMPERICH, A SINGLE MAN,

hereinafter called the "purchaser."

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 SHAMANIA County, State of Washington

LOT A IN THE CLIFFORD F. ORTH SHORT PLATT RECORDED IN VOL. 2 PAGE 71 HAVING A DESCRIPTION OF

The North 237 feet of the South 983 of the West 920 of the West half of the Northwest quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian;

TOGETHER WITH AND SUBJECT TO a 60 foot wide easement 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 laying South of LaBarre Rd., EXCEPT the South 272 feet.

CONTAINING 5 Acres more or less.

LOT B IN THE CLIFFORD F. ORTH SHORT PLATT RECORDED IN VOL. 2 PAGE 71 HAVING A DESCRIPTION OF

The North 237 feet of the South 746 feet of the West 920 feet of the West half of the Northwest quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian;

TOGETHER WITH AND SUBJECT TO a 60 foot wide easement 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 laying South of LaBarre Rd., EXCEPT the South 272 feet.

CONTAINING 5 Acres more or less.

1. The seller warrants that the title to the real estate described herein is good, lawful, and marketable, free of all liens and encumbrances, except those stated herein.

2. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

3. The purchaser agrees to pay for title insurance and to defend, indemnify and hold the seller harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees, which may be asserted against or incurred by the seller in connection with the title to the real estate described herein.

4. The purchaser agrees to pay for title insurance and to defend, indemnify and hold the seller harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees, which may be asserted against or incurred by the seller in connection with the title to the real estate described herein.

5. The seller has delivered, or caused to be delivered, to the purchaser a copy of the deed to the real estate described herein, and the purchaser has received the same.

6. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

7. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

8. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

9. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

10. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

11. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

12. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

13. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

14. The seller warrants that the real estate described herein is not subject to any liens or encumbrances, except those stated herein, and that the same are not subject to any liens or encumbrances, except those stated herein.

FORM 75 DEED 637

The terms and conditions of this contract are as follows: The purchase price is **TWENTY THOUSAND AND No/100 DOLLARS** - - - - - \$20,000.00 Dollars, of which **FIVE THOUSAND AND No/100 DOLLARS** - - - - - \$5,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FIFTY AND 00/100 - - - - - \$150.00 Dollars, or more at purchaser's option, on or before the **30TH** day of **NOVEMBER**, 1978, and **ONE HUNDRED FIFTY AND 00/100** - - - - - **DOLLARS** (\$ 150.00) Dollars,

or more at purchaser's option, on or before the **30TH** day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of **9 1/2** per cent per annum from the **30TH** day of **OCTOBER**, 1978, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing: **333 S. W. FRONT AVE., PORTLAND, OREGON 97204**



... date of closing" shall be **OCTOBER 30, 1978**

12. The purchaser agrees, until the purchase price is fully paid, to keep the land, its improvements and hereafter purchased real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm on a company acceptable to the lender and for the seller's benefit, as the interest may appear, and to pay all premiums therefor and to deliver all policies and renewals issued to the lender.

13. The purchaser agrees that all aspects of said real estate has been made and that neither the seller nor the lender shall be held liable by contract, agreement or otherwise, for any improvements thereon nor shall the purchaser or seller or the assignor of either be held liable for any construction or improvement for other than improvements or repairs within the scope of the agreement which are in fact made and attached to and made a part of this contract.

14. The purchaser assumes all liability of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that any such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the award shall be paid to the seller and applied as payment of the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless hereafter elects that said proceeds shall be paid to the seller for application on the purchaser's behalf.

15. The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO 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 date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder 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 paragraph (b) shall be deemed defects in seller's title.

16. If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said 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 payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

17) The seller covenants, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a deed by warranty...

EASEMENTS AND ANY EXCEPTIONS OF RECORD

18) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and he retain possession so long as purchase is not in default hereunder.

19) In case the purchaser fails to make any payment herein provided or to maintain insurance, as to be required, the seller shall, upon demand of payment until repaid, shall be receivable by purchaser on seller's demand, or without prejudice to any other right, the same as if he had by reason of such default.

20) 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 agreement hereof or to make any payment required hereunder...

21) Upon seller's election to bring suit to enforce any covenant of this contract, plaintiff shall be entitled to recover costs payable by defendant...

22) If the seller shall bring suit to enforce any covenant of this contract, the purchaser agrees to pay a reasonable sum of attorney's fees and costs, and expenses of enforcement, which shall be included in any judgment or decree entered in such suit.

23) The purchaser agrees to pay a reasonable sum of attorney's fees and costs, and expenses of enforcement, which shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereunto have executed this instrument as of the date first hereinabove expressed.

By and for the State of OREGON, County of MULTNOMAH

On this day personally appeared before me CLIFFORD F. ORTH and DAVID J. KEMPERICH to me known to be the individuals described in and who executed the within and foregoing instrument and who acknowledged that they executed the same for the purposes therein expressed.

THEY signed the same in my presence and in the presence of the undersigned, and they acknowledged to me that they executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of December, 1975.

Notary Public for Oregon, My Commission Expires July 22, 1977

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

Table with 2 columns: Description and Status. Rows include SEARCHED, INDEXED, INDIRECT, RECORDED, COMPARED, MAILED.

NAME CLIFFORD F. ORTH ADDRESS 235 S. W. FRONT AVE. CITY AND STATE PORTLAND, OREGON 97204

THIS SPACE RESERVED FOR RECORDERS USE COUNTY OF MULTNOMAH

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED WAS... AT 1:57 PM 11-3-75... RECORDS OF MULTNOMAH COUNTY, OREGON