



1921-5-34

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

BOOK 75 PAGE 636

11282  
2-5-19400 (W.D.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. KEMPERNICH, A SINGLE MAN,  
hereinafter called the "purchaser."

**WITNESSETH:** That the seller agrees to sell to the purchaser and the purchaser agrees to purchase before the date following described  
above, with the appurtenances, in **St. Louis, Mo.**

LOT A IN THE CLIFFORD W. ORTH SHORT PLATE RECORDED IN  
VOL. 2<sup>o</sup> PAGE 71 HAVING A DESCRIPTION OF

The North 237 feet of the South 983 of the West 924  
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 50 feet of the said West half, of the Northwest quarter of Section 27 laying South of LaBarre Rd., EXCEPT the South 27½ feet.

CONTAINING 5 Acres more or less.

Another point of interest is that the students who have had no previous experience have a better judgment about the strengths and weaknesses of their own work than do those who have had previous experience.

the same time as the other members of the family. The children may be the first to be exposed to the disease when their right ear of a parent or relative is affected.

The participant agrees that full rights, including data protection, have been exercised and that no other restrictions or obligations are imposed on the use of the personal data collected by the Company, except for the purpose of the research project, which he has agreed to and which are necessary for its execution, implementation or continuation. The participant authorizes the Company to use his personal data and makes a part of this contract.

The center has delivered, or is committing itself, to deliver within 15 days of the date of signing a purchase order to the customer to whom it is addressed to remit payment, covering the amount of full amount of net purchase price less costs of carriage by reason of delivery to and remittance as of the date of issuing notice containing no acceptance option other than

- a. Extended general exceptions comprising in said policy form:**
  - b. Events or circumstances which by the terms of that contract the purchaser is to assume, or as by which the responsibility hereunder is to be made contingent, 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, does agree to pay, none of which for the purpose of this paragraph (b) shall be deemed reflected in seller's title.**  
The insurance agent to said real estate is subject to an existing **contingent or conditional event** which seller is not holding and real estate, or any **existing condition** which seller is to pay, either agrees to make such payment, in accordance with, to long time, and any default, **any party** may have the right to make any payment old necessary to remove the defect, and any payment so made shall be applied in the same manner during and sells under this contract.

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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** \$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 of 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 such other place as the seller may direct in writing. **233 S. W. FRONT AVE., PORTLAND, OREGON 97204**

As performed by the parties, the date of closing shall be **OCTOBER 30, 1978**. The seller agrees to pay all taxes and assessments, or any amount due thereon, on said real estate and agrees to pay before delinquency all taxes and assessments, or any amount due thereon, on said real estate and if by the terms of the contract the purchaser fails to assume payment of any mortgage, contract, or other indebtedness, or has assumed payment of or agreed to pay same without the written consent of the seller, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building, property and fixtures purchased in good condition, and so to protect such property against fire or damage by bolts, locks and windows in a company acceptable to the seller and not the seller's agent, as his interest may appear, and to pay all premiums thereafter due to deliver all policies and renewals issued to the seller.

(3) The purchaser agrees that all inspection of real estate has been made and that neither the seller nor the buyer shall be held liable for any statement respecting the condition of any improvements thereon nor shall the purchaser be liable or the assigns of either be held to any statement respecting the condition of any improvements thereon unless the statement is made in writing and attached to and made a part of the contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements, new or old real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that for such damage, destruction or taking shall consist in a failure of consideration. In case any part of said real estate is taken for public use, the portion of his consideration award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such compensation 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 otherwise directs that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a pur-harm's policy of title insurance in standard form, or a commitment therefor, issued by SAFEGO 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 (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contract 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 his contract.

