

Together with all personal property of every kind, character, and description now upon said premises, excepting the personal effects of said first party contained in the dwelling house upon said premises.

That said second party hereby agrees to purchase said premises and personal property upon said terms and to pay the purchase price thereof in the following manner which said first party hereby expressly agrees to.

That said real property above described is incumbered in the sum of \$13,000.00 which said sum said second party assumes, and which said sum is hereby deducted from the purchase price of \$30,000.00 the consideration herein mentioned; that in payment of the sum of 10,300.00 towards the purchase price of said property the said first party hereby agree to accept lots Two (2) and Three (3), in Block One (1), Orchard Home Addition, to the City of Portland, Multnomah County, Oregon; that said \$10,300.00 is the sum to be paid for said property by said second party over and above the mortgage now thereon in the sum of \$9,700.00 which said mortgage the said second party assumes and agrees to pay, the total consideration for said property together with the furniture and furnishings therein being \$20,000.00 plus the street improvements of record against said property and that a list of said furniture therein contained is hereto attached and marked exhibit "A", and made a part hereof.

That the purchase price \$6,700.00 is to be paid as follows: \$3,000.00 on or before ninety days from the date of this contract, and \$3,700.00 on or before one year and six months from the date hereof; said sum of \$6,700.00 to bear interest 6% from the date hereof, payable annually; except that upon the payment of the \$3,000.00 on or before ninety days hereafter said second party shall the interest upon said sum of \$3000.00 up to the date of making such payment, and that upon the payment of said sum of \$3,000.00 and interest upon the same, the said first party will make, execute and deliver unto the said second party a warranty deed, conveying the said real property above described free and clear from all incumbrances except those herein mentioned, the said first party hereby expressly warrants and represents that there are no other uncumbrances against said premises whatsoever, said second party then thereupon to make, execute and deliver to said 1st party a mortgage upon said premises, securing the balance of \$3,700.00 to be paid by said second party to said 1st party said mortgage shall bear interest at the rate of 6% payable annually, and said principle sum shall be payable on or before one year and ^(three) ~~three~~ months.

That said first party shall immediately, upon the execution of this contract make, execute and deliver to said second party a Bill of Sale, of the personal property above described, warranting the same to be free ~~from~~ and clear of all incumbrances.

That for and in consideration of the covenants and agreements herein contained on the part of the parties hereto to be kept and performed, the parties hereto covenant to and with each other, to sell and convey each to the other their respective property hereinbefore described by warranty deeds and Bills of Sale, at the price and upon the terms and conditions hereinbefore set forth; That the respective parties shall hereinafter furnish to each other Abstracts of Title to their respective properties showing the same to be free and clear from all incumbrances except as herein mentioned.