

Attachment A.2a
Contract 1971 (1S4E22D-00100)

THIS CONTRACT, Made the 22nd day of June, 1971, between ERNEST L. MEYER and VIRGINIA S. MEYER, Husband and wife,

of the County of Multnomah and State of Oregon, hereinafter called the first party, and MARSHALL F. BROWN, M.D., a single person of the County of Multnomah and State of Oregon, hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Multnomah, State of Oregon, to-wit:

Subject to easements of record All that part of the East one-half of the Southeast quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, lying South of the South line of Dodge Park Boulevard, EXCEPT the West 100 feet of the North 100 feet of the South 350 feet thereof.

for the sum of Sixty-Five Thousand and no/100 Dollars (\$65,000.00) on account of which Twelve Thousand and no/100 Dollars (\$12,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of seven per cent per annum from July 1, 1971, on the dates and in amounts as follows:

Balance of \$53,000.00 to be paid at the rate of \$410.91 per month including interest at the rate of seven percent, the first payment due August 1, 1971 in the amount of \$410.91 and a like payment on the first day thereafter of each month until August 1, 1986 at which time the entire balance is due and payable. Buyer shall take possession as of July 1, 1971. Taxes will be assumed by buyer on July 1, 1971.

It is understood and agreed that the Buyer shall continue the "green belt" tax schedule of Multnomah County for at least an additional two years, which shall include the 1971-72 and 1972-73 tax years.

Buyer will be entitled to a deed on a two-acre tract with easement for right of way included any time he desires and will furnish a legal description to the tract with easement. No money will be required for the delivery of this deed.

Seller is furnishing title policy number 266718 (Title Insurance Company)

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is primarily for buyer's personal, family, household or agricultural purposes.

The premises hereon are to be used for residential purposes only. The second party, in consideration of the purchase price hereof, agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$

in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment is made for said above described premises.

The first party agrees that at his expense and within 10 days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and assessments now of record. If any first party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assessed by the second party and further excepting all liens and encumbrances created by the second party or his assigns.

But in case the second party 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 of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and cover to the first party without any deduction of forfeiture or act of entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 65,000.00.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any other breach thereof or as a waiver of the provisions hereof.

In witnessing whereof, said parties have executed this instrument in duplicate; if either of designated is a corporation, it has caused its corporate name to be signed and its corporate seal affixed by its officers duly authorized thereunto by order of its board of directors.

Handwritten signatures of Marshall F. Brown and Ernest L. Meyer and Virginia S. Meyer.

IMPORTANT NOTICE: Before signing out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable, the seller must comply with the Act and Regulation by making required disclosures for this purpose, see 2007-2008 Form No. 1208 or similar unless the contract will become a first lien to finance the purchase of a second use investment property.

NOTICE: The contract between the parties, if not applicable, should be checked to Oregon Revised Statutes, Section 91.005. (Mutual acknowledgment on reverse).

JUN 29 1971

Title Insurance Company of Oregon

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