

ORDINANCE NO. 828 FOR 1951

In Matter of the City of)  
Lebanon-Kenneth and Oral)  
Childs Contract. )

ORDINANCE BILL NO. 29  
FOR 1951  
ORDINANCE NO. 828

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER OF THE CITY OF LEBANON TO ENTER INTO A CONTRACT WITH KENNETH CHILDS, AND ORAL CHILDS, HUSBAND AND WIFE, FOR THE PURCHASE OF LOT 6 HOME ADDITION TO LEBANON, LINN COUNTY, OREGON, EXCEPT THE SOUTH 59 FEET THEREOF, AND DECLARING AN EMERGENCY.

Whereas the City of Lebanon, as assignee of Regis Foss, now holds an option to purchase the real property hereinafter described for the purchase price of \$2500.00, and,

Whereas it is the judgment of the council that the said real property is located in a section of the City of Lebanon which is in need of recreational and park facilities and it is important that a park site in this area be purchased before all of the available land has been sold for other purposes,

NOW THEREFORE the People of the City of Lebanon do Ordain as follows:

That the Mayor and Recorder be and they hereby are authorized to enter into a contract with Kenneth Childs and Oral Childs, husband and wife for the purchase of the following described real property:

Lot 6, Home Addition to Lebanon, Linn County, Oregon, except the south 59 feet thereof.

The aforesaid contract shall be executed on behalf of the City of Lebanon and its Mayor, P. T. Tweed and shall be attested by the City Recorder, Ilda Unger, as soon as possible after this ordinance is in force and shall be dated as of the date of its execution and shall be substantially in words and meanings as follows; to-wit:

THIS AGREEMENT, Made on this            day of December, 1951,  
between Kenneth Childs and Oral Childs, husband and wife, known  
herein as the SELLERS, and the City of Lebanon, a Municipal  
Corporation, known herein as the PURCHASER,

WITNESSETH: That in consideration of the stipulations  
herein contained and the payments made and to be made as herein-  
after specified, the Sellers agree to sell to the Purchaser and  
the Purchaser agrees to purchase from the Sellers, the following  
described real property, to-wit:

Lot 6, Home Addition to Lebanon, Linn County, Oregon  
except the south 59 feet thereof.

for the purchase price of TWO THOUSAND FIVE HUNDRED AND NO/100  
(\$2,500.00) DOLLARS, on account of which FIVE HUNDRED AND NO/100  
(\$500.00) DOLLARS has been paid, receipt of which is hereby  
acknowledged.

The balance of the purchase price, to-wit; TWO THOUSAND  
AND NO/100 (\$2,000.00) DOLLARS shall be paid as follows:  
FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS shall be paid on  
December 12, 1952 and a like payment of FIVE HUNDRED AND NO/100  
(\$500.00) DOLLARS shall be paid on the 12th day of December  
of each and every calendar year thereafter until the purchase  
price has been paid in full. Larger payments may be made at  
any time and all payments shall be made to the Sellers at  
Lebanon, Oregon.

Interest shall be charged on deferred balances at the  
rate of            per cent per annum. To be paid as follows: on  
the date of the payment of each installment on the principal  
accrued interest due on the deferred balances as of such date  
shall be paid in addition to the amount above stipulated to be  
paid on the principal.

The Purchaser shall have possession of the premises from and after the date of the execution of this agreement, and so long thereafter as it makes the payments and performs the agreements herein contained agreed by it to be made and performed.

The Sellers agree that all prior taxes and assessments with the exception of the 1951-52 taxes are paid in full. The 1951-52 taxes shall be prorated between the Purchaser and the Sellers according to the period of time each has held the premises during the 1951-1952 tax year. The Purchaser shall pay all other taxes and assessments which shall hereafter be levied against the premises and shall pay them on their due dates, and shall not suffer any thereof to become delinquent.

When the purchase price herein provided for has been paid in full the Sellers shall execute and deliver to the purchaser a warranty deed, conveying said premises to the Purchaser free of incumbrances, except such as may have been placed thereon by the Purchaser and shall at the same time furnish to the purchaser an owner's title insurance policy showing a marketable title to said premises in the purchaser, the cost of said policy to be born by the Sellers, provided, however, upon the request of the Purchaser, the Sellers shall furnish to the Purchaser, upon the execution of this contract a purchaser's title insurance policy in lieu of the owner's policy above mentioned, said purchaser's policy to show a marketable title in the Sellers.

But if the purchaser fail to make the payments of principal and taxes herein agreed by it to be paid, or fail to perform any of the agreements herein contained on its part to be performed, time of payment and strict performance being declared to be of the essence of this agreement, then the Sellers shall have the right to declare this agreement, null and void, and all right, title and interest hereby created or then existing and the sellers shall be revested of their former right, title and interest

in the premises as fully and completely as if this agreement had not been made, and any money theretofore paid by the Purchaser to the Sellers, or otherwise in performance of this contract, shall inure to the benefit of and be retained by the Sellers, and shall together with any improvements made by the Purchaser, be considered as rental and agreed liquidated damages for Purchasers' breach of this agreement, and the Purchaser shall immediately, upon demand, surrender up possession of the premises to the Sellers.

All covenants herein contained shall be binding upon and shall inure to the benefit of the heirs, administrators and assigns of the respective parties.

In witness whereof the Sellers have in person signed this agreement and the City of Lebanon, pursuant to Ordinance No. ~~808~~ passed by the City Council of the City of Lebanon and approved by the Mayor on December 5th, 1951, has caused this agreement to be signed by its Mayor, P. T. Tweed and attested by its Recorder, Ilda Unger, and its corporate seal affixed on this      day of December, 1951.

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 \_\_\_\_\_  
 SELLERS  
 The City of Lebanon, PURCHASER  
 By           P. T. TWEED            
   MAYOR

ATTEST:

          ILDA UNGER            
 City Recorder

That upon the execution of the aforesaid contract and thereafter, and the said real property shall be held and used by the city of Lebanon for, recreational and park purposes.

Whereas it is essential for the public health, peace and safety of the residents of the City of Lebanon that the aforesaid contract be executed and be enforced immediately, therefore an emergency is hereby declared to exist and this ordinance should be in full force and effect from and after its passage by the Common Council.

Passed by the Common Council the *5th* day of December, 1951.

Signed by the Mayor the *5th* day of December, 1951.

*R. J. Lued*  
Mayor of the City of Lebanon

ATTEST:

*J. C. J. J. J.*  
City Recorder