

A BILL FOR AN ORDINANCE AUTHORIZING AND
DIRECTING THE MAYOR TO ENTER INTO CONTRACTS
FOR THE PURCHASE OF THE "KIRKPATRICK TRACTS",
AND DECLARING AN EMERGENCY.

) ORDINANCE BILL NO. 38
) for 1974
) ORDINANCE NO. 1536

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

Section 1. That the Mayor of the City of Lebanon is hereby authorized and directed to enter into contracts with the Co-Trustees of the Kirkpatrick Trust, and Katherine K. Reeves, Ferris C. Kirkpatrick, and Nancy Kirkpatrick, individually, for the purchase by the City of the below described real property, and to obligate the City of Lebanon for the payment of \$55,000.00 as the purchase price thereof, said payments to be in installments as provided in the three separate contracts dated November 4, 1974, pursuant to escrow instructions dated November 5, 1974, all of which are attached hereto and made a part hereof.

Section 2. The premises herein described are as follows:

TRACT 1

Part of Section 11, Township 12 South, Range 2 West of Willamette Meridian, Linn County, Oregon, more particularly described as: Beginning at a 1/2 inch iron pipe which is East 165.00 feet from the East line of Park Street, said beginning point being West 224.05 feet from the Southwest corner of Lot 6, Block 5, J. M. Ralston's Third Addition to the City of Lebanon, in Linn County, Oregon, and is also the Southeast corner of that tract of land conveyed to Maud R. Kirkpatrick by deed recorded January 23, 1939 in Book 149, page 151, Deed Records, Linn County, Oregon; thence North along the East line of the said Kirkpatrick tract and the East lines of those tracts conveyed to Earl Michelson by deed recorded July 13, 1922, in Book 124, page 354 and John Nyland by deed recorded March 11, 1953, in Book 231, page 330, Deed Records, 231.78 feet to a 1-1/2 inch iron pipe; thence West along the North line of the said Nyland tract and parallel to the South line of Maple Street, 165.00 feet to the East line of Park Street; thence North along the East line of Park Street 99.45 feet to a 1/2 inch iron pipe on the South line of Maple Street; thence East along the South line of Maple Street, 231.52 feet to a 1-1/2 inch iron pipe; thence South parallel to the West line of Grove Street, 200.98 feet; thence East parallel to the South line of Maple Street 51.70 feet to a 1-1/2 inch iron pipe; thence South 40°50' West (called South 40° West in former records) 172.94 feet to a 1/2 inch iron pipe; thence West 4.04 feet to the point of beginning.

Also known as: County map 12 2W 11CC, tax lot 10 300.

TRACT 2

Part of Section 11, Township 12 South, Range 2 West of Willamette Meridian, Linn County, Oregon, more particularly described as: Beginning at a point in the West line of Grove Street, in Lebanon, Linn County, Oregon, which is 60 feet West and 132 feet North from the Southwest corner of Lot 6, Block 5, of J. M. Ralston's Third Addition to the City of Lebanon, in Linn County, Oregon, and which is the Southeast corner of that tract of land conveyed to Dorothy L. Page, et al, by deed recorded March 29, 1963, in Book 293, page 85, Deed Records, Linn County, Oregon; running thence North on the West line of said Grove Street 202 feet, more or less, to the South line of Maple Street; thence West on the South line of said Maple Street, 98 feet; thence South 202 feet, more or less, to a point which is 98 feet due West of the place of beginning; thence East 98 feet, to the place of beginning. SAVE AND EXCEPT the rights and right of way of the Lebanon and Santiam Canal, all being and lying in Lebanon, Linn County, Oregon.

Also known as: County map 12 2W 11CC, tax lot 10 000.

TRACT 3

Beginning at a point from which a 1 1/8 inch x 32 inch auto axle bears West 1 foot, said beginning point being East 60.0 feet and North 170.0 feet from the Southeast corner of Block 1 in J. M. Ralston's Third Addition to Lebanon, Linn County, Oregon; thence North on the East line of Park Street 60.0 feet to a point from which a 1 1/8 x 32 inch auto axle bears West 1 foot; thence East parallel with the South line of Maple Street 165.0 feet to a 1 1/4 inch x 24 inch iron pipe; thence South parallel with the East line of Park Street 60.0 feet to a 1/2 inch x 19 inch iron pipe; thence West parallel with the South line of Maple Street 165.0 feet to the place of beginning.

Also known as: County map 12 2W 11CC, tax lot 10 400.

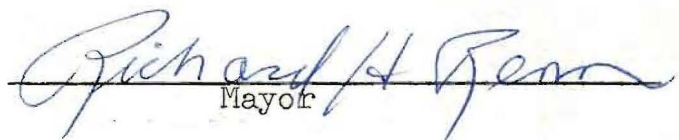
Section 3. A copy of each of said contracts is as follows:

Section 4. Inasmuch as the provisions of this Ordinance are necessary for the immediate preservation of the peace, health and safety of the people of the City of Lebanon, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor this 8th day of November, 1974.

ATTEST:


Recorder


Mayor

ESCROW INSTRUCTIONS

Escrow No. _____

November 5, 1974

First National Bank of Oregon
Lebanon, Oregon

Gentlemen:

We hand you, herewith, in escrow:

1. Contract of sale dated November 4, 1974, between Ferris C. Kirkpatrick, Nancy Kirkpatrick, and Rockne Gill, Co-Trustees of the Kirkpatrick Trust, as to an undivided two-thirds interest, and Katherine K. Reeves, individually, as to an undivided one-third interest, as Sellers, and the City of Lebanon, as Purchaser, covering:

County map 12 2W 11CC, tax lot 10 300.

(Hereinafter referred to as Tract I)

The purchase price of the property is \$32,390.00
of which there has been paid the amount of 9,390.00

and the balance of \$23,000.00
is payable as follows:

(a) \$2,350.00 due and payable on, but not before, January 3, 1975, together with accrued interest;

(b) \$11,800.00 due and payable not later than November 15, 1975, but not before January, 1975, together with accrued interest;

(c) \$8,850.00 due and payable not later than November 15, 1976, but not before January, 1975, together with accrued interest.

The unpaid balance of the contract shall bear interest at a rate of six percent (6%) per annum from November 4, 1974, provided, however, that the Buyer may prepay all or part of the principal without penalty.

Unless instructed otherwise, the Bank will accept any

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amount tendered to it for application to the item described in these instructions, whether a delinquent payment, a partial payment, a prepayment, or a regular payment, and will apply all payments first to interest due on the scheduled payment date. Interest will be calculated to the date interest is due on the basis of a 360-day year.

2. Contract of sale dated November 4, 1974, between Ferris C. Kirkpatrick, as Seller, and the City of Lebanon, as Purchaser, covering:

County map 12 2W 11CC, tax lot 10 000.

(Hereinafter referred to as Tract II)

The purchase price of the property is	\$ 8,695.00
of which there has been paid the amount of	<u>2,525.00</u>
and the balance of	\$ 6,170.00

is payable as follows:

(a) \$650 due and payable on, but not before, January 3, 1975, together with accrued interest;

(b) \$3,200 due and payable not later than November 15, 1975, but not before January, 1975, together with accrued interest;

(c) \$2,320 due and payable not later than November 15, 1976, but not before January, 1975, together with accrued interest.

The unpaid balance of the contract shall bear interest at a rate of six percent (6%) per annum from November 4, 1974, provided, however, that the Buyer may prepay all or part of the principal without penalty.

Unless instructed otherwise, the Bank will accept any amount tendered to it for application to the item described in these instructions, whether a delinquent payment, a partial payment, a prepayment, or a regular payment, and will apply all payments first to the interest due on the scheduled payment date. Interest will be calculated to the date interest is due on the basis of a 360-day year.

3. Contract of sale dated November 4, 1974, between Nancy Kirkpatrick, as Seller, and the City of Lebanon, as Purchaser, covering:

County map 12 2W 11CC, tax lot 10 400.

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(Hereinafter referred to as Tract III)

The purchase price of the property is \$13,915.00
of which there has been paid the amount of 4,035.00
and the balance of \$ 9,880.00
is payable as follows:

(a) \$1,000 due and payable on, but not before, January 3, 1975, together with accrued interest;

(b) \$5,000 due and payable not later than November 15, 1975, but not before January, 1975, together with accrued interest;

(c) \$3,880 due and payable not later than November 15, 1976, but not before January, 1975, together with accrued interest.

The unpaid balance of the contract shall bear interest at a rate of six percent (6%) per annum from November 4, 1974, provided, however, that the Buyer may prepay all or part of the principal without penalty.

Unless instructed otherwise, the Bank will accept any amount tendered to it for application to the item described in these instructions, whether a delinquent payment, a partial payment, a prepayment, or a regular payment, and will apply all payments first to the interest due on the scheduled payment date. Interest will be calculated to the date interest is due on the basis of a 360-day year.

4. Three warranty deeds executed by the Sellers of Tract I, Tract II, and Tract III, respectively, naming as Grantee the City of Lebanon, and covering the above-described properties, respectively.

PAYMENT INSTRUCTIONS

A. You will hold the above documents in escrow, accept the payments from the Purchaser, and you will apply the payments received from the Purchaser to interest due and then to principal.

B. With respect to payments received under the contract of sale for Tract I, you will remit said payments as follows:

(1) Two-thirds of each payment, including principal and interest, shall be deposited in the Kirkpatrick Trust savings account as follows:

(a) One-half of said two-thirds payment in the

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Trust A savings account No. 429-202 8389, and

(b) One-half of said two-thirds payment into the
Trust B savings account No. 429-202 9353.

(2) The remaining one-third of each payment, including
principal and interest, shall be paid to Katherine K.
Reeves, at

6231 NE 154th
Bothell, Washington 98011

by check of the First National Bank of Oregon.

The Bank, upon making deposits of the payments into the
Kirkpatrick Trust accounts, shall forward proof of such deposits
to

Rockne Gill
Co-Trustee
12th Floor, Standard Plaza
Portland, Oregon. 97204

C. With respect to payments received under the contract of
sale for Tract II, you will remit said payments to Ferris C.
Kirkpatrick, by depositing said payments into the
account of Ferris C. Kirkpatrick, No. '

The Bank, upon the deposit of said payment to the above
account, shall furnish proof of deposit to

Ferris C. Kirkpatrick
600 East Vine Street
Lebanon, Oregon

D. With respect to payments received under the contract of
sale for Tract III, you will remit said payments to Nancy Kirk-
patrick, by depositing said payments in the account
of Nancy Kirkpatrick, No.

The Bank, upon the deposit of said payment to the above
account, shall furnish proof of deposit to

Nancy Kirkpatrick
600 East Vine Street
Lebanon, Oregon

Under this section entitled "Payment Instructions," the
Bank shall remit to Sellers all payments received from Buyers

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less the agreed upon escrow service fee, within ten days from the date of payment receipt.

DEFAULT

In the event the Purchasers become delinquent in any installment payment due under said contract for a period of more than 20 days, without the written consent of the Sellers, then and in that event, the above documents are to be returned to the Sellers, or their order upon written demand, provided, however, that in the event the Purchasers offer payment or part payment of any such installment at any time after the same becomes delinquent but before a demand by the Sellers for the return of the documents, you are instructed to accept from the Purchasers such payment or part payment as offered.

ASSIGNMENT

If you shall receive any instrument of conveyance of the interest of Buyers or Sellers in the property deposited with you or in the instruments deposited with you or described therein, you shall hold the same subject to these instructions or as you may otherwise be directed by the transferors and the transferees. If you receive notice in writing signed by the transferors that such conveyance has been made, you shall thereafter act in accordance with such notice. In either such event, the transferees shall thereupon be substituted for the transferors for all of the purposes of these instructions. You shall be under no obligation to determine the sufficiency of any conveyance, the right of the transferors to make the same, or whether, if consent of the other party to these instructions is required, such consent has been obtained.

INSTRUCTIONS MUST BE IN WRITING

The Sellers understand that the First National Bank of Oregon, in the administration of this escrow, is to be bound only and solely by the foregoing WRITTEN instructions, and such further WRITTEN AND SIGNED instructions, as the Sellers may, under the conditions herein imposed, from time to time deliver to said Bank; and said Bank shall NOT be responsible or liable for any promise, representation, agreement, condition or stipulation not set forth therein.

CLOSING INSTRUCTIONS

The date for the closing of this escrow shall be specified as that date upon which the Purchaser shall make final payment of the purchase price under all three above-described contracts,

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that is, when each and every contract described above has been paid in full.

Upon the date of closing of this escrow, the Bank is hereby authorized to deliver to the Purchaser the three deeds executed by the Sellers with reference to Tract I, Tract II, and Tract III.

LIMIT OF RESPONSIBILITY

It is expressly understood between the party or parties signing these instructions that, in consideration of the First National Bank of Oregon acting as escrow holder hereunder, said Bank is to be considered and held as a depository only and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority, or rights of any person executing the same; also that said Bank assumes no responsibility, nor is it to be held liable as to the condition of the title to any of the property involved herein, nor as to any assessments, liens or encumbrances against said property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as such escrow holder, and for the delivery of the same in accordance with the written escrow instructions given to it in this escrow.

BANK RESERVES RIGHT TO WITHHOLD PERFORMANCE IN CASE PARTIES DISAGREE

As an additional consideration and as an inducement for the escrow holder to so act, it is understood that in the event of any disagreement between the parties to this escrow and/or the parties entitled to take out the escrow property or any part thereof, resulting in adverse claims or demands being made by them or any of them in connection with or for any papers, money or property involved herein or affected thereby, the First National Bank of Oregon, escrow holder hereunder, shall be entitled at its option to refuse to comply with the demands of the parties hereto or any of them so long as such disagreement shall continue, and in so refusing such escrow holder may make no delivery or other disposition of any money, papers or property involved in or affected by this escrow, and in so doing the escrow holder shall not be or become liable to the parties to this escrow or any of them for its failure and/or refusal to comply with the conflicting or adverse demands of the parties or any of them; and further, that the escrow holder shall be entitled to continue to so refrain to so act until,

1. the rights of the parties have been duly adjudicated in a Court assuming and having jurisdiction of the parties and the

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monies, papers and property involved in or affected by this escrow, whether suit or action shall have been brought by the party or parties to the escrow, person or persons to whom the property is to be delivered, or by the escrow holder in interpleader;

2. the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement.

BANK TO BE REIMBURSED FOR COSTS, EXPENSES AND ATTORNEY FEES

It is further understood by the parties to this escrow that in the event that as the result of any disagreement between them and/or adverse demands and claims being made by them or either of them upon the escrow holder, the escrow holder shall become involved in litigation, including the interpleader brought by it, the undersigned hereto agree that they are, together with all other parties to this escrow, jointly and severally liable to the escrow holder and agree to reimburse said escrow holder on demand for all costs, expenses and reasonable attorney's fees it shall incur and/or be compelled to pay by reason of such litigation or any appeal therefrom; and the said escrow holder shall have a lien upon all monies, papers and properties in its hands in such escrow to secure the repayment of such expenses, costs and attorney's fees.

SELLERS:

James C. Fitzpatrick
Nancy Kippatsick
Barbara H. Bean
Robert D. ...

PURCHASER:

Barbara H. Bean

REAL PROPERTY CONTRACT OF SALE

AGREEMENT, made and entered into on November 4, 1974, by and between FERRIS C. KIRKPATRICK, NANCY KIRKPATRICK, and ROCKNE GILL, Co-Trustees of the Kirkpatrick Trust, as provided in the Last Will and Testament of HUGH R. KIRKPATRICK, as to an undivided two-thirds interest, and KATHERINE K. REEVES, individually, as to an undivided one-third interest, hereinafter referred to as the Seller, and the City of Lebanon, hereinafter referred to as the Buyer.

1. Sale of property. The Seller shall sell and the Buyer shall buy, upon the terms and conditions provided herein, the following described real property located in the County of Linn, State of Oregon:

Part of Section 11, Township 12 South, Range 2 West of Willamette Meridian, Linn County, Oregon, more particularly described as: Beginning at a 1/2 inch iron pipe which is East 165.00 feet from the East line of Park Street, said beginning point being West 224.05 feet from the Southwest corner of Lot 6, Block 5, J. M. Ralston's Third Addition to the City of Lebanon, in Linn County, Oregon, and is also the Southeast corner of that tract of land conveyed to Maud R. Kirkpatrick by deed recorded January 23, 1939 in Book 149, page 151, Deed Records, Linn County, Oregon; thence North along the East line of the said Kirkpatrick tract and the East lines of those tracts conveyed to Earl Michelson by deed recorded July 13, 1922, in Book 124, page 354 and John Nyland by deed recorded March 11, 1953, in Book 231, page 330, Deed Records, 231.78 feet to a 1-1/2 inch iron pipe; thence West along the North line of the said Nyland tract and parallel to the South line of Maple Street, 165.00 feet to the East line of Park Street; thence North along the East line of Park Street 99.45 feet to a 1/2 inch iron pipe on the South line of Maple Street; thence East along the South line of Maple Street, 231.52 feet to a 1-1/2 inch iron pipe; thence South parallel to the West line of Grove Street, 200.98 feet; thence East parallel to the South line of Maple Street 51.70 feet to a 1-1/2 inch iron pipe; thence South 40°50' West (called South 40° West in former records) 172.94 feet to a 1/2 inch iron pipe; thence West 4.04 feet to the point of beginning.

Also known as: County map 12 2W 11CC, tax lot 10 300.

2. Purchase price. The purchase price is \$32,390, payable as follows:

(a) \$9,390 on the date of execution of this agreement.

(b) \$2,350 due and payable on, but not before, January 3, 1975, together with accrued interest.

(c) \$11,800 due and payable not later than November 15, 1975, together with accrued interest.

(d) \$8,850 due and payable not later than November 15, 1976, together with accrued interest. The unpaid balance of the contract shall bear interest at the rate of six percent (6%) per annum from the date of the execution of this Agreement, provided, however, that the Buyer may prepay all or part of the principal without penalty.

3. Title to property. Merchantable title to the property shall be conveyed to the Buyer upon payment in full of the purchase price, free and clear of all liens and encumbrances except:

Right of way, including the terms and provisions thereof, from Jeremiah Ralston and Jemima Ralston, his wife, to Lebanon Water Ditch and Manufacturing Company, dated March 15, 1869, recorded January 18, 1870, in Book "I", page 317, Deed Records.

A standard form purchaser's title insurance policy shall be issued to the Buyer upon execution hereof, subject to the usual printed exceptions and stipulations and the encumbrances noted above, in the full amount of the purchase price, the premium of which shall be paid one-half by the Seller and one-half by the Buyer.

4. Escrow. Seller and Buyer shall execute escrow instructions to First National Bank of Oregon, Lebanon, Oregon, as escrow agent to carry out the terms hereof, and the Seller and the Buyer thereupon shall promptly execute and deposit in escrow all documents necessary to complete the transaction. The Seller and the Buyer shall each pay one-half of the escrow fee.

5. Closing date. The date for the closing of escrow shall be specified as that date upon which the Buyer shall make final payment of the purchase price under this contract.

6. Possession. Possession of the property shall be delivered to the Buyer upon the date of execution of this agreement.

7. Property taxes and assessments. Property taxes and

assessments shall be paid by the Seller up to and including the date of execution of this agreement, and thereafter, such taxes and assessments shall be paid by the Buyer.

8. Default by Buyer. In the event that Buyer shall fail to perform any of the terms of this Agreement, time of payment and performance being of the essence, Seller shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity.

(b) To declare the full unpaid balance of the purchase price immediately due and payable.

(c) To specifically enforce the terms of this agreement by suit in equity.

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option, all of the right, title and interest of Buyer shall revert and revest in Seller without any act of re-entry, or without any other act by Seller to be performed, and Buyer agrees to peaceably surrender the premises to Seller, or in default thereof, Buyer may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Buyer shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to Buyer and Buyer shall have failed to remedy said default within 20 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Buyer at the Office of the Mayor, 925 Main, Lebanon, Oregon.

(Address)

9. Gift by Seller. The property which is the subject of this contract of sale has been appraised by a member of the Society of Real Estate Appraisers, an independent appraiser, who found subject property to have a present fair market value of \$37,250. The Seller intends and desires to make a gift to the Buyer of the difference between the fair market value of \$37,250 and the purchase price of \$32,390, or a total gift of \$4,860 to the Buyer under this contract.

10. Binding effect. The stipulations in this contract are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

11. Construction. If two or more persons constitute either the Seller or the Buyer, the word "Seller" or the word "Buyer" shall be construed as if it read "Sellers" or "Buyers" whenever the sense of this contract so requires.

12. Related contracts. This contract is one of three contracts executed simultaneously on this date by three different sellers and the same buyer, the City of Lebanon, pertaining to the sale of three separate, but contiguous, parcels of land. The other two related contracts are identified as follows:

(a) Agreement made and entered into on November 4, 1974,
(date)

by and between Ferris C. Kirkpatrick, as Seller, and the City of Lebanon, as Buyer, relating to that parcel of land identified as county map 12 2W 11CC, tax lot 10 000, at the agreed upon purchase price of \$8,695.

(b) Agreement made and entered into on November 4, 1974,
(date)

by and between Nancy Kirkpatrick, as Seller, and the City of Lebanon, as Buyer, relating to that parcel of land identified as county map 12 2W 11CC, tax lot 10 400, at the agreed upon purchase price of \$13,915.

Seller and Buyer agree that this contract and the two above identified contracts are to be treated as one integrated contract in case of default, by either Seller or Buyer, whereby the nondefaulting party may treat a default under any one of the three contracts as a present default under all three contracts.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 4th day of November, 1974.

SELLERS:

James C. Kirkpatrick

: Nancy Kirkpatrick

Richard H. Gill

Rockne Gill

BUYER:

Richard H. Gill

STATE OF Oregon)
County of Multnomah) ss.

On this 4th day of November, 1974, before me, the undersigned, a notary public, personally appeared ROCKNE GILL, who being duly sworn, stated that he is a Co-Trustee of the Kirkpatrick Trust, and acknowledged to me that he executed the foregoing instrument on behalf of the Kirkpatrick Trust.

Before me:

David J. Boyer
Notary Public for
My commission expires: 8-9-75

STATE OF OREGON)
County of Linn) : ss.

On this 11th day of November, 1974, before me, the undersigned, a notary public, personally appeared FERRIS C. KIRKPATRICK, who being duly sworn, stated that she is a Co-Trustee of the Kirkpatrick Trust, and acknowledged to me that she executed the foregoing instrument on behalf of the Kirkpatrick Trust.

Before me:
Francis Rice
Notary Public for Oregon
My commission expires: Feb. 10, 1975

STATE OF OREGON)
County of Linn) : ss.

On this 11th day of November, 1974, before me, the undersigned, a notary public, personally appeared NANCY KIRKPATRICK, who being duly sworn, stated that she is a Co-Trustee of the Kirkpatrick Trust, and acknowledged to me that she executed the foregoing instrument on behalf of the Kirkpatrick Trust.

Before me:
Francis Rice
Notary Public for Oregon
My commission expires: Feb. 10, 1975

STATE OF Washington)
County of King) : ss.

On this 11th day of November, 1974, before me, the undersigned, a notary public, personally appeared KATHERINE K. REEVES, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:
Dale M. Heath
Notary Public for
My commission expires: 7-22-75

STATE OF OREGON)
County of Linn) : ss.

On this 14th day of November, 1974, before me, the undersigned, a notary public, personally appeared Richard H. Renn, known to me to be the Mayor of the City of Lebanon, and known to me to be the person who executed the above instrument on behalf of said City of Lebanon and acknowledged to me that said City of Lebanon executed the same.

Before me:
Martha A. Meng
Notary Public for Oregon
My commission expires: 2/5/78

REAL PROPERTY CONTRACT OF SALE

AGREEMENT, made and entered into on November 4, 1974, by and between FERRIS C. KIRKPATRICK, hereinafter referred to as the Seller, and the City of Lebanon, hereinafter referred to as the Buyer.

1. Sale of property. The Seller shall sell and the Buyer shall buy, upon the terms and conditions provided herein, the following described real property located in the County of Linn, State of Oregon:

Part of Section 11, Township 12 South, Range 2 West of Willamette Meridian, Linn County, Oregon, more particularly described as: Beginning at a point in the West line of Grove Street, in Lebanon, Linn County, Oregon, which is 60 feet West and 132 feet North from the Southwest corner of Lot 6, Block 5, of J. M. Ralston's Third Addition to said city and which is the Southeast corner of that tract of land conveyed to Dorothy L. Page, et al, by deed recorded March 29, 1963, in Book 293, page 85, Deed Records, Linn County, Oregon; running thence North on the West line of said Grove Street 202 feet, more or less, to the South line of Maple Street; thence West on the South line of said Maple Street, 98 feet; thence South 202 feet, more or less, to a point which is 98 feet due West of the place of beginning; thence East 98 feet, to the place of beginning. SAVE AND EXCEPT the rights and right of way of the Lebanon and Santiam Canal, all being and lying in Lebanon, Linn County, Oregon.

Also known as: County map 12 2W 11CC, tax lot 10 000.

2. Purchase price. The purchase price is \$8,695, payable as follows:

(a) \$2,525 on the date of execution of this agreement.

(b) \$650 due and payable on, but not before, January 3, 1975, together with accrued interest.

(c) \$3,200 due and payable not later than November 15, 1975, together with accrued interest.

(d) \$2,320 due and payable not later than November 15, 1976, together with accrued interest. The unpaid balance of the contract shall bear interest at the rate of six percent (6%) per annum from the date of the execution of this Agreement, provided, however, that the Buyer may prepay all or part of the principal without penalty.

3. Title to property. Merchantable title to the property

shall be conveyed to the Buyer upon payment in full of the purchase price, free and clear of all liens and encumbrances except:

Right of way, including the terms and provisions thereof, from Jeremiah Ralston and Jemima Ralston, his wife, to Lebanon Water Ditch and Manufacturing Company, dated March 15, 1869, recorded January 18, 1870, in Book "I" page 317, Deed Records.

A standard form purchaser's title insurance policy shall be issued to the Buyer upon execution hereof, subject to the usual printed exceptions and stipulations and the encumbrances noted above, in the full amount of the purchase price, the premium of which shall be paid one-half by the Seller and one-half by the Buyer.

4. Escrow. Seller and Buyer shall execute escrow instructions to First National Bank of Oregon, Lebanon, Oregon, as escrow agent to carry out the terms hereof, and the Seller and the Buyer thereupon shall promptly execute and deposit in escrow all documents necessary to complete the transaction. The Seller and the Buyer shall each pay one-half of the escrow fee.

5. Closing date. The date for the closing of escrow shall be specified as that date upon which the Buyer shall make final payment of the purchase price under this contract.

6. Possession. Possession of the property shall be delivered to the Buyer upon the date of execution of this agreement.

7. Property taxes and assessments. Property taxes and assessments shall be paid by the Seller up to and including the date of execution of this agreement, and thereafter, such taxes and assessments shall be paid by the Buyer.

8. Default by Buyer. In the event that Buyer shall fail to perform any of the terms of this Agreement, time of payment and performance being of the essence, Seller shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in

equity.

(b) To declare the full unpaid balance of the purchase price immediately due and payable.

(c) To specifically enforce the terms of this agreement by suit in equity.

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option, all of the right, title and interest of Buyer shall revert and re-vest in Seller without any act of re-entry, or without any other act by Seller to be performed, and Buyer agrees to peaceably surrender the premises to Seller, or in default thereof, Buyer may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Buyer shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to Buyer and Buyer shall have failed to remedy said default within 20 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Buyer at the office of the Mayor, 925 Main, Lebanon, Oregon.

(Address)

9. Gift by Seller. The property which is the subject of this contract of sale has been appraised by a member of the Society of Real Estate Appraisers, an independent appraiser, who found subject property to have a present fair market value of \$10,000. The Seller intends and desires to make a gift to the Buyer of the difference between the fair market value of \$10,000

and the purchase price of \$8,695, or a total gift of \$1,305 to the Buyer under this contract.

10. Binding effect. The stipulations in this contract are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

11. Construction. If two or more persons constitute either the Seller or the Buyer, the word "Seller" or the word "Buyer" shall be construed as if it read "Sellers" or "Buyers" whenever the sense of this contract so requires.

12. Related contracts. This contract is one of three contracts executed simultaneously on this date by three different sellers and the same buyer, the City of Lebanon, pertaining to the sale of three separate, but contiguous, parcels of land. The other two related contracts are identified as follows:

(a) Agreement made and entered into on November 4, 1974,
(date)

by and between Ferris C. Kirkpatrick, Nancy Kirkpatrick, and Rockne Gill, Co-Trustees of the Kirkpatrick Trust, as provided in the Last Will and Testament of Hugh R. Kirkpatrick, as to an undivided two-thirds interest, and Katherine K. Reeves, individually, as to an undivided one-third interest, as Sellers, and the City of Lebanon, as Buyer, relating to that parcel of land identified as county map 12 2W 11CC, tax lot 10 300, at the agreed upon purchase price of \$32,390.

(b) Agreement made and entered into on November 4, 1974,
(date)

by and between Nancy Kirkpatrick, as Seller, and the City of Lebanon, as Buyer, relating to that parcel of land identified as county map 12 2W 11CC, tax lot 10 400, at the agreed upon purchase price of \$13,915.

Seller and Buyer agree that this contract and the two above identified contracts are to be treated as one integrated contract in case of default, by either Seller or Buyer, whereby

the nondefaulting party may treat a default under any one of the three contracts as a present default under all three contracts.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 4th day of November, 1974.

SELLER:

Ferris C Kirkpatrick

BUYER:

Richard H Renn

STATE OF OREGON)
 : ss.
County of Linn)

On this 11th day of November, 1974, before me, the undersigned, a notary public, personally appeared FERRIS C. KIRKPATRICK, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Francis Rice
Notary Public for Oregon
My commission expires: Feb. 10, 1975

STATE OF OREGON)
 : ss.
County of Linn)

On this 8th day of November, 1974, before me, the undersigned, a notary public, personally appeared Richard H. Renn, known to me to be the Mayor of the City of Lebanon, and known to me to be the person who executed the above instrument on behalf of said City of Lebanon and acknowledged to me that said City of Lebanon executed the same.

Before me:

Francis Rice
Notary Public for Oregon
My commission expires: Feb. 10, 1975

REAL PROPERTY CONTRACT OF SALE

AGREEMENT, made and entered into on November 4, 1974, by and between NANCY KIRKPATRICK, hereinafter referred to as the Seller, and the City of Lebanon, hereinafter referred to as the Buyer.

1. Sale of property. The Seller shall sell and the Buyer shall buy, upon the terms and conditions provided herein, the following described real property located in the County of Linn, State of Oregon:

Beginning at a point from which a 1 1/8 inch x 32 inch auto axle bears West 1 foot, said beginning point being East 60.0 feet and North 170.0 feet from the Southeast corner of Block 1 in J. M. Ralston's Third Addition to Lebanon, Linn County, Oregon; thence North on the East line of Park Street 60.0 feet to a point from which a 1 1/8 x 32 inch auto axle bears West 1 foot; thence East parallel with the South line of Maple Street 165.0 feet to a 1 1/4 inch x 24 inch iron pipe; thence South parallel with the East line of Park Street 60.0 feet to a 1/2 inch x 19 inch iron pipe; thence West parallel with the South line of Maple Street 165.0 feet to the place of beginning.

Also known as: County map 12 2W 11CC, tax lot 10 400.

2. Purchase price. The purchase price is \$13,915, payable as follows:

(a) \$4,035 on the date of execution of this agreement.

(b) \$1,000 due and payable on, but not before, January 3, 1975, together with accrued interest.

(c) \$5,000 due and payable not later than November 15, 1975, together with accrued interest.

(d) \$3,880 due and payable not later than November 15, 1976, together with accrued interest. The unpaid balance of the contract shall bear interest at the rate of six percent (6%) per annum from the date of the execution of this Agreement, provided, however, that the Buyer may prepay all or part of the principal without penalty.

3. Title to property. Merchantable title to the prop-

erty shall be conveyed to the Buyer upon payment in full of the purchase price, free and clear of all liens and encumbrances except:

NONE

A standard form purchaser's title insurance policy shall be issued to the Buyer upon execution hereof, subject to the usual printed exceptions and stipulations and the encumbrances noted above, in the full amount of the purchase price, the premium of which shall be paid one-half by the Seller and one-half by the Buyer.

4. Escrow. Seller and Buyer shall execute escrow instructions to First National Bank of Oregon, Lebanon, Oregon, as escrow agent to carry out the terms hereof, and the Seller and the Buyer thereupon shall promptly execute and deposit in escrow all documents necessary to complete the transaction. The Seller and the Buyer shall each pay one-half of the escrow fee.

5. Closing date. The date for the closing of escrow shall be specified as that date upon which the Buyer shall make final payment of the purchase price under this contract.

6. Possession. Possession of the property shall be delivered to the Buyer upon the date of execution of this agreement.

7. Property taxes and assessments. Property taxes and assessments shall be paid by the Seller up to and including the date of execution of this agreement, and thereafter, such taxes and assessments shall be paid by the Buyer.

8. Default by Buyer. In the event that Buyer shall fail to perform any of the terms of this Agreement, time of payment and performance being of the essence, Seller shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in

equity.

(b) To declare the full unpaid balance of the purchase price immediately due and payable.

(c) To specifically enforce the terms of this agreement by suit in equity.

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option, all of the right, title and interest of Buyer shall revert and re-vest in Seller without any act of re-entry, or without any other act by Seller to be performed, and Buyer agrees to peaceably surrender the premises to Seller, or in default thereof, Buyer may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Buyer shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to Buyer and Buyer shall have failed to remedy said default within 20 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Buyer at the Office of the Mayor, 925 Main, Lebanon, Oregon

(Address)

9. Gift by Seller. The property which is the subject of this contract of sale has been appraised by a member of the Society of Real Estate Appraisers, an independent appraiser, who found subject property to have a present fair market value of \$16,000. The Seller intends and desires to make a gift to the Buyer of the difference between the fair market value of \$16,000

and the purchase price of \$13,915, or a total gift of \$2,085 to the Buyer under this contract.

10. Binding effect. The stipulations in this contract are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

11. Construction. If two or more persons constitute either the Seller or the Buyer, the word "Seller" or the word "Buyer" shall be construed as if it read "Sellers" or "Buyers" whenever the sense of this contract so requires.

12. Related contracts. This contract is one of three contracts executed simultaneously on this date by three different sellers and the same buyer, the City of Lebanon, pertaining to the sale of three separate, but contiguous, parcels of land. The other two related contracts are identified as follows:

(a) Agreement made and entered into on November 4, 1974,
(date)

by and between Ferris C. Kirkpatrick, Nancy Kirkpatrick, and Rockne Gill, Co-Trustees of the Kirkpatrick Trust, as provided in the Last Will and Testament of Hugh R. Kirkpatrick, as to an undivided two-thirds interest, and Katherine K. Reeves, individually, as to an undivided one-third interest, as Sellers, and the City of Lebanon, as Buyer, relating to that parcel of land identified as county map 12 2W 11CC, tax lot 10 300, at the agreed upon purchase price of \$32,390.

(b) Agreement made and entered into on November 4, 1974,
(date)

by and between Ferris C. Kirkpatrick, as Seller, and the City of Lebanon, as Buyer, relating to that parcel of land identified as county map 12 2W 11CC, tax lot 10 000, at the agreed upon purchase price of \$8,695.

Seller and Buyer agree that this contract and the two above identified contracts are to be treated as one integrated contract in case of default, by either Seller or Buyer, whereby

the nondefaulting party may treat a default under any one of the three contracts as a present default under all three contracts.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 4th day of November, 1974.

SELLER:

Nancy Kirkpatrick

BUYER:

Richard H. Renn

STATE OF OREGON)
County of Linn) : ss.

On this 11th day of November, 1974, before me, the undersigned, a notary public, personally appeared NANCY KIRKPATRICK, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

James Rice
Notary Public for Oregon
My commission expires: Feb. 10, 1975

STATE OF OREGON)
County of Linn) : ss.

On this 8th day of November, 1974, before me, the undersigned, a notary public, personally appeared Richard H. Renn, known to me to be the Mayor of the City of Lebanon, and known to me to be the person who executed the above instrument on behalf of said City of Lebanon and acknowledged to me that said City of Lebanon executed the same.

Before me:

James Rice
Notary Public for Oregon
My commission expires: Feb. 10, 1975