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FORM No. 784-CONTRACT-REAL ESTATE-Partial Payments.

4323

THIS CONTRACT, Made this 10th day of November, 1966, between Clyde H. Sanders, Sr., and Clara G. Sanders, husband and wife, with right of survivorship, hereinafter called the seller, and Alan R. Olson and Larene A. Olson, husband and wife, with right of survivorship, hereinafter called the buyer,

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

March 1, 1969

Beginning at an iron pipe marking the center of Section 32, Township 2 south, Range 1 west, Willamette Meridian and running thence S 89° 52' E 260.0 feet along the center line of said Section 32 to a point. Thence N 0° 04' E 169.0 feet to an iron pipe; said iron pipe marking the true point of beginning of this description; thence S 89° 52' E 1059.33 feet to an iron pipe which is a part of the east line of that tract of land conveyed to Clyde H. Sanders, etux by deed recorded 2-17-1933 in Book 150 Page 530 W.C.O.D. Records. Thence north 169.25 feet along the said east line of said Sanders' tract to a Fd. Auto Axle which also marks the S.E. Corner of Sherwood Acres; thence N 89° 52' W along north line of said Sanders' tract 899.78 feet to a point which is the point of intersection of the northerly extension of the east line of that tract conveyed to Walter W. MacKaben, etux, in Book 402/135 deed records of W.C.O. with the north line of said Sanders' tract; thence south along said extension and east line a distance of 129.25 feet to the southeast corner there of said MacKaben tract, thence N 89° 52' W 160.0 feet to an iron pipe; thence S 0° 04' W 40.0 feet to an iron pipe, said iron pipe also being the true point of beginning.

Replacing description on contract dated Nov. 10, 1966.

BOOK 752 PAGE 817

Clara H. Sanders

Miss

4323

for the sum of Four Thousand Seven Hundred & no/100 Dollars (\$ 4700.00) (hereinafter called the purchase price) on account of which Five Hundred Dollars (\$ 500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

\$60.00 per month.

Additional payments in any amount may be made at any time.

All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 5 per cent per annum from Jan. 1, 1967 until paid, interest to be paid in addition to the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on 19... and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such lien; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$... in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within... days from the date hereof, he will furnish unto buyer a title insurance policy inuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller 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. Seller 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 buyer, 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 seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option 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 rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the day and year first above written.

Filed for record Aug 7 1967 at 4:40 P.M. ROGER THOMSEN, Director of Records & Elections By [Signature] Deputy

[Signatures: Clyde H. Sanders (SEAL), Ora N. Sanders (SEAL), Alan P. Olson (SEAL), Lorne A. Olson (SEAL)]

*Strike whichever phrase not applicable. [For notarial acknowledgment, see reverse]

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Recorded By
Pioneer National
Title Insurance Company

1891

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That CLARA G. SANDERS, widow of Clyde H. Sanders, Sr., hereinafter called Grantor, for the consideration hereinafter stated to Grantor paid by ALAN R. OLSON and LARENE A. OLSON, husband and wife, hereinafter called Grantee, does hereby grant, bargain, sell and convey unto said Grantee, heirs and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Washington and State of Oregon, described as follows:

X 41517-67514

Beginning at an iron pipe marking the center of Section 32, Township 2 South, Range 1 West, Willamette Meridian, and running thence S 89°52' E 260.0 feet along the center line of Section 32 to a point; thence N 0°04' E 169.0 feet to an iron pipe, said iron pipe marking the true point of beginning of this description; thence S 89°52' E 1059.33 feet to an iron pipe which is a part of the east line of that tract of land conveyed to Clyde H. Sanders et ux by deed recorded Feb. 17, 1933 in Book 150 page 530, Washington County Deed Records; thence North 169.25 feet along said east line of said Sanders' tract to a Fd. Auto Axle which also marks the Southeast corner of Sherwood Acres; thence N 89°52' W along north line of said Sanders' tract 899.78 feet to a point which is the point of intersection of the northerly extension of the east line of that tract conveyed to Walter W. MacKaben et ux in Book 402 page 135 deed records of Washington County, Oregon, with the north line of said Sanders' tract; thence south along said extension and east line a distance of 129.25 feet to the southeast corner of said MacKaben tract; thence N 89°52' W 160.0 feet to an iron pipe; thence S 0°04' W 40.0 feet to an iron pipe, said iron pipe also being the true point of beginning.

TO HAVE AND TO HOLD the same unto said Grantee, heirs and assigns forever.

And said Grantor hereby covenants to and with said Grantee, heirs and assigns, that Grantor is lawfully seised in fee simple of the above granted premises, free from all encumbrances EXCEPTING easements, conditions and restrictions of public record, rights of the public in any portion within roads, the usual printed exceptions of title policies, and any encumbrances arising by the act or failure to act of any party other than Grantor on and after November 10, 1966, and that Grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, EXCEPT those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$4,700.00.

WITNESS Grantor's hand this 30th day of August, 1973.

STATE OF OREGON)
County of Washington) ss.

Clara G. Sanders (SFAL)

On this 30th day of August, 1973 personally appeared the above named CLARA G. SANDERS and acknowledged the foregoing instrument to her voluntary act and deed.

Before me: [Signature]
Notary Public for Oregon
My Commission expires 1/19/76

BOOK 945 PAGE 857

Filed for record 9:20 1973 at S. W. F. M.
BOGLE THOMPSON, Director of Records & Elections

12/20/73

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KNOW ALL MEN BY THESE PRESENTS, That CLARA SANDERS, a single woman, and ALAN R. OLSON and LARENE A. OLSON, husband and wife, hereinafter termed "Grantors", for and in consideration of the sum of One and No/100 (\$1.00) DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington and State of Oregon:

A perpetual right-of-way and easement for underground sewer line purposes, through the lands of grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors and employees of the grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes being on, over, across, under, along and within that portion of those premises described in deed of record in Book 752, Page 817, Washington County Deed Records, included within a strip of land 16 feet in width and being 8 feet on each side, when measured at right angles to the following described center line:

Beginning at an iron pipe marking the center of Section 32, T2S, R1W, W.M., Washington County, Oregon, and running thence South 89°52' East 260 feet along the said center line of said Section 32 to a point; thence North 0°4' East and 169 feet, more or less, to a point, said point being the most Southwesterly corner of those certain real premises described in deed of record in Book 752, Page 817, Washington County, Oregon, Deed Records, also known as Tax Lot 1811 2S1 32AC; thence North 0°4' East 8 feet to the true point of beginning of this centerline description; thence South 89°52' East 1059.33 feet, more or less, parallel with the South line and to a point on the East line of that tract of land conveyed to Clyde H. Sanders, et ux, by deed recorded in Book 150, Page 530, Washington County Deed Records.

The rights and privileges herein granted to the grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability or damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they possess a fee simple title and estate in the above described land and that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth.

IN WITNESS WHEREOF, The Grantors have affixed their signatures this 28 day of August, 1972.

Clara Sanders

Alan R. Olson

Larene A. Olson

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STATE OF OREGON)
County of WASHINGTON) ss.

August 28, 1972.

Personally appeared, before me, the above named CLARA SANDERS, and acknowledged the foregoing instrument to be her voluntary act and deed.

Edna D. Paul
Notary Public for Oregon
My Comm. expires: 1-20-73

STATE OF OREGON)
County of WASHINGTON) ss.

August 28, 1972.

Personally appeared, before me, the above named ALAN R. OLSON and LARENE A. OLSON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Edna D. Paul
Notary Public for Oregon
My Comm. expires: 1-20-73

After recording, return to:

STATE OF OREGON)
County of Washington) ss. Edna

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records No. _____ of said County

Witness my hand and seal affixed.
ROGER THOMSEN, Director of Records & Elections

Deputy

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City of Shes. ...

BOOK 888 PAGE 491

2 - Easement