

CHICAGO TITLE 472512504249-50

RECORDING REQUESTED BY:

Chicago Title Company of Oregon  
1211 SW 5th Avenue, Suite 2130  
Portland, OR 97204

GRANTOR:

Legacy Health, an Oregon non-profit corporation,  
which acquired title as Legacy Health System, an  
Oregon non-profit corporation  
1919 NW Lovejoy Street  
Portland, OR 97209

GRANTEE:

The City of Portland, a municipal corporation of  
the State of Oregon  
1120 SW 5th Avenue, Rm 1204  
Portland, OR 97204

SEND TAX STATEMENTS TO:

The City of Portland, a municipal corporation of  
the State of Oregon  
1120 SW 5th Avenue, Rm 1204  
Portland, OR 97204

AFTER RECORDING RETURN TO:

The City of Portland, a municipal corporation of  
the State of Oregon  
1120 SW 5th Avenue, Rm 1204  
Portland, OR 97204  
Escrow No: 472512504249MN-CT50

Multnomah County Official Records  
R Weldon, Deputy Clerk

2012-157168

12/05/2012 02:31:03 PM

1R-B&S DEED Pgs=5 Stn=24 ATRJG  
\$25.00 \$11.00 \$10.00 \$15.00

\$61.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**BARGAIN AND SALE DEED – STATUTORY FORM**  
(INDIVIDUAL or CORPORATION)

Legacy Health, an Oregon non-profit corporation, which acquired title as Legacy Health System, an  
Oregon non-profit corporation, Grantor, conveys to

The City of Portland, a municipal corporation of the State of Oregon, Grantee, the following described real  
property, situated in the County of Multnomah, State of Oregon,

SEE LEGAL DESCRIPTION ATTACHED HERETO

The true consideration for this conveyance is other true and valuable consideration. (See ORS 93.030).

ENCUMBRANCES:

SEE ATTACHED ENCUMBRANCES

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE  
SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND  
195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2  
TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON  
LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS  
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472512504249MN-CT50  
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Deed (Bargain and Sale – Statutory Form)

Dated: December 5, 2012

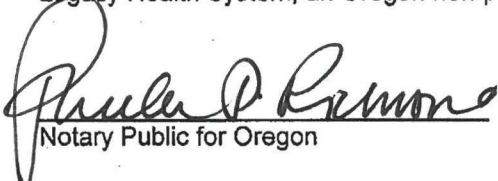
Legacy Health, an Oregon non-profit corporation

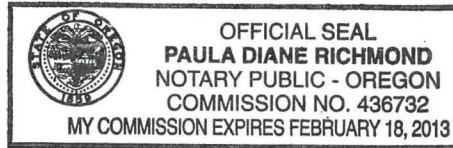
BY:   
George J. Brown, M.D., FACP, it's President  
and CEO

BY:   
Dave Eager, it's Sr. Vice President and CFO

STATE OF OREGON  
County of Multnomah

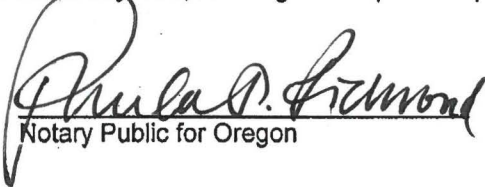
This instrument was acknowledged before me on December 4, 2012 by George J. Brown, M.D., FACP, President and CEO of Legacy Health, an Oregon non-profit corporation, which acquired title as Legacy Health System, an Oregon non-profit corporation.

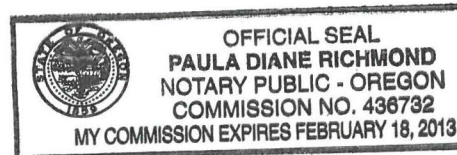
  
Notary Public for Oregon



STATE OF OREGON  
County of Multnomah

This instrument was acknowledged before me on December 4, 2012 by Dave Eager, Sr. Vice President and CFO of Legacy Health, an Oregon non-profit corporation, which acquired title as Legacy Health System, an Oregon non-profit corporation.

  
Notary Public for Oregon



Acceptance of Conveyance:

The City of Portland

BY: \_\_\_\_\_  
Jack Graham, it's Chief Administrative Officer, Office of Management and Finance



Dated: December 5, 2012

Legacy Health, an Oregon non-profit corporation

BY: \_\_\_\_\_  
George J. Brown, M.D., FACP, it's President  
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County of Multnomah

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BY: Jack Graham  
Jack Graham, it's Chief Administrative Officer, Office of Management and Finance

APPROVED AS TO FORM

James H. Van Dyke  
CITY ATTORNEY

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LEGAL DESCRIPTION

The East 33.33 feet of Lots 9 and 10, Block 15, PROEBSTEL'S ADDITION TO ALBINA, in the City of  
Portland, County of Multnomah and State of Oregon.

EXCEPTING THEREFROM that portion taken for Highway purposes.

ENCUMBRANCES

1. Limited Access Provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which, among other things, provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property;  
Recording Date: September 21, 1964  
Book: 132  
Page: 326  
Affects: The Southwesterly portion  
  
And also by Deed;  
Recording Date: September 21, 1964  
Book: 132  
Page: 328

## PROMISSORY NOTE

\$537,000

Portland, Oregon

Dec. 5, 2012

1. FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay THE CITY OF PORTLAND, or order ("Note Holder"), the principal sum of FIVE HUNDRED THIRTY SEVEN THOUSAND AND NO/100 DOLLARS (\$537,000.00). All outstanding principal and accrued interest will be payable at Facilities Services, City of Portland, 1120 SW Fifth Avenue, Room 1204, Portland, Oregon 97204, Attn. Property Management, or such other place as the Note Holder may designate ("Note").

2. Payment of the principal sum will be made in ten equal installments of \$53,700.00 as follows:

2.1 The first payment will be made on the Closing Date, as such term is defined in that certain Real Estate Exchange and Purchase Agreement entered into by the parties on or about Dec. 4 2012.

2.2 An additional payment will be made on each December 31 that occurs subsequent to the Closing Date until all ten payments have been made.

3. All payments on the Note will be applied, first, to payment of any interest which has accrued on the unpaid balance to the date of such payment, and, second, to principal.

4. If Maker fails to make a payment hereunder after 10 days' written notice from Note Holder, Note Holder may declare that the entire balance of unpaid principal is due immediately, together with the interest that has accrued.

5. All amounts required from Legacy not paid when within five days after becoming due will bear interest at the rate of one percent (1%) per month. Except as set forth in this Section 5, no interest will be due on the principal sum.

6. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorser hereof.

7. Any notice to Maker provided for in this Note must be given by mailing such notice by certified mail addressed to Maker at the address stated below, or to such other address as Maker may designate by notice to the Note Holder. Any notice to the Note Holder will be given by mailing such notice by certified mail, return receipt requested, to the Note Holder at the address stated below, or at such other address as Note Holder may designate by notice to Maker. Any notice sent by certified mail will be effective forty eight (48) hours after being deposited in the United States mail with postage prepaid.

If to Maker:

Attn: Chief Financial Officer  
1919 NW Lovejoy Street  
Portland, Oregon 97209

With a copy to:

Chief Legal Officer (same address)



## PROMISSORY NOTE

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If to Maker:

Attn: Chief Financial Officer  
1919 NW Lovejoy Street  
Portland, Oregon 97209

With a copy to:

Chief Legal Officer (same address)

If to Holder:

Attn: Office of Management & Finance  
Attn: Bryant Enge  
1120 SW 5<sup>th</sup> Avenue, Rm 1204  
Portland, Oregon 97204

With a copy to:

City Attorney's Office  
Attn: Linda Law, Deputy City Attorney  
1221 SW 4<sup>th</sup> Avenue, Rm 430  
Portland, Oregon 97204

8. If this Note is placed in the hands of an attorney for collection, Maker agrees to pay the reasonable fee and expenses of such attorney whether or not suit is instituted. In case of appeal, Maker promises to pay the Note Holder's reasonable attorneys' fees and expenses.

9. No modification or indulgence by any holder hereof will be binding unless in a written instrument signed by an authorized representative of such holder; and any indulgence on any one occasion will not be an indulgence for any other or future occasion.

10. This Note will be construed, governed, and enforced in accordance with the laws of the State of Oregon.

MAKER:

LEGACY EMANUEL HOSPITAL & HEALTH CENTER

By:

Name: George J. Brown, M.D., FACP  
Its: President and CEO

By:

Name: Dave Eager  
Its: Sr. Vice President and CFO

NOTE HOLDER:

CITY OF PORTLAND

By:

Name: Jack Graham  
Its: Chief Administrative Officer  
Office of Management and Finance

Approved as to form:

APPROVED AS TO FORM  
James H. Van Dyke  
City Attorney  
CITY ATTORNEY

If to Holder:

Attn: Office of Management & Finance  
Attn: Bryant Enge  
1120 SW 5<sup>th</sup> Avenue, Rm 1204  
Portland, Oregon 97204

With a copy to:

City Attorney's Office  
Attn: Linda Law, Deputy City Attorney  
1221 SW 4<sup>th</sup> Avenue, Rm 430  
Portland, Oregon 97204

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By: 

Name: Dave Eager

Its: Sr. Vice President and CFO

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By: \_\_\_\_\_

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Its: Chief Administrative Officer

Office of Management and Finance

Approved as to form:

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