

**ORDINANCE
ATTACHMENT "1"**

- Trust Deed with Legal Description
- Promissory Note
- Sale Agreement and Receipt for Earnest Money

(Nine Pages Following)

TRUST DEED

162444

THIS TRUST DEED, made this day of 19....., between
Robert F. Phillips, Jr.,
as Grantor, Transamerica Title Company, as Trustee, and
The Bureau of Water Works of the City of Portland, a Municipal Corporation of the
State of Oregon
as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Multnomah County, Oregon, described as:

(See Legal Description, Attached Hereto)

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise
now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection
with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
sum of seven thousand five hundred and zero hundredths

Dollars, with interest thereon according to the terms of a promissory
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if
not sooner paid, to be due and payable November 1, 1990.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be
sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary,
then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or
herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition
and repair; not to remove or demolish any building or improvement thereon;
not to commit or permit any waste of said property.

2. To cause promptly and in good and workmanlike
manner any building or improvement which may be constructed, damaged or
destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions
and restrictions affecting said property; if the beneficiary so requests, to
join in executing financing statements pursuant to the Uniform Commercial
Code as the beneficiary may require and to pay for filing same in the
proper public office or offices, as well as the cost of all lien searches made
by lien officers or searching agencies as may be deemed desirable by the
beneficiary.

4. To provide and continuously maintain insurance on the buildings
now or hereafter erected on the said premises against loss or damage by fire
and such other hazards as the beneficiary may from time to time require, in
an amount not less than \$500,000, written in
companies acceptable to the beneficiary, with loss payable to the latter; all
policies of insurance shall be delivered to the beneficiary as soon as insured;
if the grantor shall fail or any reason to procure any such insurance and to
deliver said policies to the beneficiary at least fifteen days prior to the expiration
of any policy of insurance now or hereafter placed on said buildings,
the beneficiary may at its option, make payment thereof.

5. To keep said premises free from construction liens and to pay all
taxes, assessments and other charges that may be levied or assessed upon or
against said property before any part of such taxes, assessments and other
charges become past due or delinquent and promptly deliver receipts therefor
to beneficiary; should the grantor fail to make payment of any taxes, assessments,
insurance premiums, liens or other charges payable by grantor, either
by direct payment or by providing beneficiary with funds with which to
make such payment, beneficiary may, at its option, make payment thereof,
and the amount so paid, with interest at the rate set forth in the note secured
hereby, together with the obligations described in paragraphs 6 and 7 of this
trust deed, shall be added to and become a part of the debt secured by this
trust deed, without waiver of any rights arising from breach of any of the
covenants hereof and for such payments, with interest as aforesaid, the property
hereinbefore described, as well as the grantor, shall be bound to the
same extent that they are bound for the payment of the obligation herein
described, and all such payments shall be immediately due and payable without
notice, and the nonpayment thereof shall, at the option of the beneficiary,
render all sums secured by this trust deed immediately due and payable and
constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost
of title search as well as the other costs and expenses of the trustee incurred
in connection with or in enforcing this obligation and trustee's and attorney's
fees actually incurred.

7. To appear in and defend any action or proceeding purporting to
affect the security rights or powers of beneficiary or trustee; and in any suit,
action or proceeding in which the beneficiary or trustee may appear, including
any suit for the foreclosure of this deed, to pay all costs and expenses, including
evidence of title and the beneficiary's or trustee's attorney's fees; the
amount of attorney's fees mentioned in this paragraph 7 in all cases shall be
fixed by the trial court and in the event of an appeal from any judgment or
order of the trial court the grantor further agrees to pay such sum as the ap-
pellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's
fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken
under the right of eminent domain or condemnation, beneficiary shall have the
right, if it so elects, to require that all or any portion of the monies payable
as compensation for such taking, which are in excess of the amount required
to pay all reasonable costs, expenses and attorney's fees necessarily paid or
incurred by grantor in such proceedings, shall be paid to beneficiary and
applied by it first upon any reasonable costs and expenses and attorney's fees,
both in the trial and appellate courts, necessarily paid or incurred by beneficiary
in such proceedings, and the balance applied upon the indebtedness
secured hereby; and grantor agrees, at its own expense, to take such actions
and execute such instruments as shall be necessary in obtaining such compensation,
promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary,
payment of its fees and expenses and attorney's fees and the note for
endorsement (in case of full reconveyances, for cancellation), without affecting
the liability of any person for the payment of the indebtedness, trustee may
(a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any
subordination or other agreement affecting this deed or the lien or charge
thereof; (d) reconvey, without warranty, all or any part of the property. The
grantor in any reconveyance may be described as the "person or persons
legally entitled thereto," and the recitals therein of any matters or facts shall
be conclusive proof of the truthfulness thereof. Trustee's fees for any of the
services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any
time without notice, either in person, by agent or by a receiver to be ap-
pointed by a court, and without regard to the adequacy of any security for
the indebtedness hereby secured, enter upon and take possession of said property
or any part thereof, in its own name sue or otherwise collect the rents,
issues and profits, including those past due and unpaid, and apply the same,
less costs and expenses of operation and collection, including reasonable attorney's
fees upon any indebtedness secured hereby, and in such order as beneficiary
may determine.

11. The entering upon and taking possession of said property, the
collection of such rents, issues and profits, or the proceeds of fire and other
insurance policies or conveyance of the proceeds for the satisfaction of the
property, and the application or release thereof as aforesaid, shall not cure or
waive any default or notice of default hereunder or invalidate any act done
pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured
hereby or in his performance of any agreement hereunder, time being of the
essence with respect to such payment and/or performance, the beneficiary may
declare all sums secured hereby immediately due and payable. In such an
event the beneficiary at his election may proceed to foreclose this trust deed
in equity as a mortgage or direct the trustee to foreclose this trust deed by
advertisement and sale, or may direct the trustee to pursue any other right or
remedy, either at law or in equity, which the beneficiary may have. In the event
the beneficiary elects to foreclose by advertisement and sale, the beneficiary or
the trustee shall execute and cause to be recorded his written notice of default
and his election to sell the said property to satisfy the obligation
secured hereby whereupon the trustee shall fix the time and place of sale, give
notice thereof as then required by law and proceed to foreclose this trust deed
in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and
sale, and at any time prior to 5 days before the date the trustee conducts the
sale, the grantor or any other person so privileged by ORS 86.753, may cure
the default or defaults. If the default consists of a failure to pay, when due,
sums secured by the trust deed, the default may be cured by paying the
entire amount due at the time of the cure other than such portion as would
not then be due had no default occurred. Any other default that is capable of
being cured may be cured by tendering the performance required under the
obligation or trust deed. In any case, in addition to curing the default or
defaults, the person effecting the cure shall pay to the beneficiary all costs
and expenses actually incurred in enforcing the obligation of the trust deed
together with trustee's and attorney's fees not exceeding the amounts provided
by law.

14. Otherwise the sale shall be held on the date and at the time and
place designated in the notice of sale or the time to which said sale may
be postponed as provided by law. The trustee may sell said property either
in one parcel or in separate parcels and shall sell the parcel or parcels at
auction to the highest bidder for cash, payable at the time of sale. Trustee
shall deliver to the purchaser its deed in form as required by law conveying
the property so sold, but without any covenant or warranty, express or im-
plied. The recitals in the deed of any matters of fact shall be conclusive proof
of the truthfulness thereof. Any person, excluding the trustee, but including
the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee
shall apply the proceeds of sale to payment of (1) the expenses of sale, in-
cluding the compensation of the trustee and a reasonable charge by trustee's
attorney, (2) to the obligation secured by the trust deed, (3) to all persons
having recorded liens subsequent to the interest of the trustee in the trust
deed as their interests may appear in the order of their priority and (4) the
surplus, if any, to the grantor or to his successor in interest entitled to such
surplus.

16. Beneficiary may from time to time appoint a successor or succes-
sors to any trustee named herein or to any successor trustee appointed here-
under. Upon such appointment, and without conveyance to the successor
trustee, the latter shall be vested with all title, powers and duties conferred
upon any trustee herein named or appointed hereunder. Each such appointment
and substitution shall be made by written instrument executed by beneficiary,
which, when recorded in the mortgage records of the county or counties in
which the property is situated, shall be conclusive proof of proper appointment
of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and
acknowledged is made a public record. Trustee is not
obligated to notify any party hereto of pending sale under any other deed of
trust or of any action or proceeding in which grantor, beneficiary or trustee
shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company
or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real
property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

except zoning ordinances, building and use restrictions, easements and other rights, restrictions and limitations of record, and utility easements for adjoining property. and that he will warrant and forever defend the same against all persons whomsoever.

Additional provisions apply to this transaction as specified in the "Sale Agreement and Addendum" attached hereto.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family or household purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Robert F. Phillips, Jr.

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,)
) ss.
County of)
This instrument was acknowledged before me on
_____, 19____, by

Robert F. Phillips, Jr.

Notary Public for Oregon
(SEAL) My commission expires:

STATE OF OREGON,)
) ss.
County of)
This instrument was acknowledged before me on
_____, 19____, by

as
of _____

Notary Public for Oregon
(SEAL) My commission expires:

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____.

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 681)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Robert F. Phillips, Jr.

The Bureau of Water Works of the
City of Portland, a Municipal
Corporation of the State of
Oregon

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Bureau of Water Works
1120 SW 5th Avenue, Rm. 616
Portland, Oregon 97204

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,)
County of) ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/tile/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By _____ Deputy

**TRUST DEED
LEGAL DESCRIPTION**

A parcel of land within the Southeast Quarter of Section 6, Township 1 South, Range 2 East, Willamette Meridian, Multnomah County, Oregon:

Commencing at the southwest corner of the D.D. Prettyman Donation Land Claim (D.L.C.); thence North $01^{\circ}04'00''$ West 102.00 feet along the west line of the D.D. Prettyman D.L.C.; thence North $89^{\circ}47'54''$ East 35.00 feet to the true Point of Beginning.

From said Point of Beginning North $89^{\circ}47'54''$ East 62.50 feet; thence South $45^{\circ}38'03''$ East 24.94 feet; thence South $01^{\circ}04'00''$ East 34.50 feet; thence South $89^{\circ}47'54''$ West 80.00 feet; thence North $01^{\circ}04'00''$ West 52.00 feet to the Point of Beginning.

The basis of bearings for the above legal description being the bearing of the west line of the D.D. Prettyman D.L.C. as shown on the recorded plat of the MITTLEMAN ADDITION, Multnomah County, Oregon, and on survey number 50476 filed June 6, 1988 in the Multnomah County Survey Records.

The parcel described above contains 4,006 square feet (0.092 acres), more or less.

DFC:djs EAX:8909E205

\$ 7,500.00

Milwaukie, OR

, 1989

ON OR BEFORE NOVEMBER 1, 1990

after date, I (or if more than one maker) we jointly and severally promise to pay to the order of The Bureau of Water Works of the City of Portland, a Municipal Corporation of the State of Oregon

SEVEN THOUSAND FIVE HUNDRED AND NO/100- - - - - DOLLARS.

with interest thereon at the rate of ~~12~~ ¹⁰% per annum from 1989 until paid; interest to be paid in full with principal and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

ROBERT F. PHILLIPS, JR.

Portland Board of Realtors
Copyright 1974, 1977, 1983, 1985, 1987 (Rev. 9/87)

SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.



The undersigned purchaser offers to purchase the following described real property situated in the City of Portland, County of Multnomah, State of Oregon, approx. 2,200 sq. ft. on the N.E. corner of S.E. 60th and Division, complete legal to follow. (legal description)

Description and commonly known as: "The Pump House" (street address)

for the purchase price of 15,000.00

Price on the following terms: Earnest money herein received for of 500

on as additional earnest money, the sum of 7,000

At or before closing, the balance of down payment

At closing and upon delivery of ☒ DEED ☐ CONTRACT the sum of (Lines 6, 7, 8 and 9 must equal line 5) 7,500.00

payable as follows: The balance secured with a note and trust deed on subject property with interest at 12% per annum. Interest and balance payable in full not later than 1 year after closing.

If indebtedness is assumed in this transaction, then in addition to the purchase price, purchaser to pay required assumption fee and reimburse seller for sums held in reserve accounts.

IF NEW LOAN IS REQUIRED, TRANSACTION SUBJECT TO PURCHASER AND PROPERTY QUALIFYING FOR THE LOAN. Purchaser agrees to make written application, therefore not later than 15 days after closing.

complete necessary papers and exert best efforts to secure the loan, and if transaction is to be financed through FHA or Federal V.A. seller agrees to pay the prevailing mortgage discount as lender, not to exceed 5. Seller agrees to pay not more than 5 fee per point if required for the loan.

SPECIAL CONDITIONS: Property sold as is. Buyer is a licensed real estate broker buying this property for investment. Seller will provide buyer with an approved land partition of subject property.

Seller acknowledges that if property is new construction, seller must comply with FTC insulation disclosure requirements. (Check if applicable.) For additional terms and conditions see attached addendum.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. Unless otherwise herein provided, the property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, utility easements of record which benefit the property or area in which the property is located, and

Utility easement for adjoining development.

As a part of closing, seller shall furnish to purchaser a title insurance policy in the amount of the purchase price showing good and marketable title. Prior to closing seller, upon request, will furnish to purchaser a preliminary title report made by a title insurance company showing the condition of the title to the property.

If seller does not approve the sale, or cannot furnish marketable title within thirty days after notice containing a written statement of defects is delivered to seller, or, having approved the sale, fails to consummate it, the earnest money shall be refunded, but acceptance by purchaser of the refund does not constitute a waiver of other remedies available to purchaser; but, if seller approves the sale and title is marketable and purchaser fails to complete the purchase as herein provided the earnest money herein received for and any additional earnest money paid or agreed to be paid shall be paid to seller and this contract thereupon shall be of no further binding effect, it being the intention of the parties that if purchaser fails to complete the purchase purchaser shall pay the earnest money and be free of any further obligation under this agreement.

All built-in appliances, wall-to-wall carpeting, drapery and curtain rods; window and door screens; storm doors and windows; irrigation, plumbing, ventilating, cooling and heating fixtures (including oil tanks but excluding detector and fireplace equipment); water heaters; electric light and bathroom fixtures; light bulbs; fluorescent lamps; venetian blinds; awnings; attached linoleum; attached television antennae; all planted shrubs, plants, and trees and all fixtures are to be left upon the premises as part of the property purchased, except: None

The following personal property in as is condition, is included in the purchase price: None

The following fixtures are not owned by seller and are not being sold: None

Seller represents or agrees that the above dwelling is connected to ☒ A public sewer system, ☐ A cesspool or septic tank; at earlier of possession and closing date the dwelling will have an approved and operating smoke detector properly installed as required by law; that there are no hazardous wastes on the property; that seller knows of no material structural defects; that all electrical wiring, heating, cooling, plumbing and irrigation equipment and systems will be in good working order and that the balance of the property including yard will be in substantially its present condition, at the time purchaser is entitled to possession; that seller has no notice of any liens to be assessed against the property; that seller has no notice from any governmental agency of any violation of law relating to the property; except:

THE SALE WILL BE CLOSED IN ESCROW. Costs of escrow shall be borne by seller if purchaser is financing through Federal V.A., otherwise such costs, and transfer tax, if any, shall be shared equally between seller and purchaser. 1-2 contract sales legal fees for contract preparation shall be paid by ☐ seller ☐ purchaser ☐ neither ☐ both ☐ escrow agent

Prorates for rents, current year's taxes, interest on assumed obligations, insurance premiums (if purchaser assumes existing policy) and other prepaid expenses attributable to the property shall be as of (check one only) ☒ Date purchaser is entitled to possession; ☐ days after delivery of above mentioned deed or contract; ☐ On 19 89

Seller to pay all utility bills accrued to date purchaser is entitled to possession and purchaser to pay seller for heating fuel then on premises, payment to be handled between purchaser and seller. Any real property tax assessment on account of prior special assessment of the property (e.g. as farm or forest property) shall be paid by ☐ seller ☐ purchaser (check one)

TIME IS OF THE ESSENCE OF THIS AGREEMENT. Transaction to be closed on or before Sept. 1 19 89 or as soon thereafter as financing document can be prepared and marketable title delivered.

Seller to remove all personal property not sold to purchaser, and deliver possession to purchaser (check one only): ☒ one days after recording of above-mentioned deed

or contract and disbursement of funds to seller; ☐ on 19 89 or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. Possession shall be deemed delivered when seller has vacated the property and delivered keys to purchaser or the undersigned Realtor.

Seller to keep the property insured (Check one only): ☒ Until recording of above-mentioned deed or contract, or ☐ until possession is delivered to purchaser if possession is delivered after closing. Insurance will be secured by purchaser at State Farm

THE PROVISIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE CHECKED BELOW ARE INCLUDED IN THIS AGREEMENT:

☐ ADDITIONAL LAND SALES CONTRACT/TRUST DEED PROVISIONS ☐ FEDERAL VA APPRAISED VALUE CLAUSE ☐ PEST INSPECTION

☐ AS IS CLAUSE/INSPECTION REPORT ☐ FHA APPRAISED VALUE CLAUSE ☐ CLOSING-POSSESSION RENTAL CLAUSE

☐ CONDITION OF WELL CLAUSE

RENT to be \$ 0.00 per day.

This agreement is binding upon the heirs, personal representatives, successors and assigns of purchaser and seller. If after closing purchaser will owe a portion of the purchase price to seller, purchaser's rights under this agreement or in the property are not assignable without prior written consent of seller.

Seller and purchaser instruct the undersigned Realtor to handle the earnest money as follows: ☐ Retain in Realtor's client's trust account; ☒ Upon seller's acceptance of offer and approval of the listing broker, deposit with Transamerica Title Co. as escrow (ESCROW DEPOSIT CLAUSE ON REVERSE IS INCLUDED IN THIS AGREEMENT).

REALTOR SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO THE EARNEST MONEY UPON DEPOSIT WITH THE ESCROW DESIGNATED ABOVE. Listing Broker Agreement (Initial) 72

The undersigned Realtor acknowledges receipt of earnest money (which Realtor agrees to handle as provided above) from purchaser in the sum of \$ 500 evidenced by 73

☐ cash, ☐ check, ☒ promissory note payable on or before Owner's acceptance

Branch Address: Renovation Properties Realtor 75

Branch Phone: 227-3892 By Rob Phillips Agent 76

Main Office Address: 2010 NW Aspen Portland, OR 97210

PURCHASER (Print) Robert F. Phillips Jr. HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN COPY HEREOF WHICH PURCHASER HAS FULLY READ AND UNDERSTANDS AND ACKNOWLEDGES THAT PURCHASER HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY SELLER OR ANY REAL ESTATE AGENT (INCLUDING BUT NOT LIMITED TO SQUARE FOOTAGE OR SIZE OF LAND OR IMPROVEMENTS) WHICH ARE NOT HEREIN EXPRESSED.

REALTOR AND AGENT REPRESENT SELLER ONLY UNLESS OTHERWISE STATED HEREIN. DEED OR CONTRACT TO BE PREPARED IN THE NAME OF Robert F. Phillips Jr.

This offer shall automatically expire 7 days after time of purchaser's signature, if not accepted within that time.

Address 2010 NW Aspen Portland, OR Zip 97210 Date July 12 1989 A.M. 7 P.M.

Phoner Res. 227-3892 Bus. Mr. 227-3892 Ms. 227-3892 Purchaser

☐ Seller hereby accepts the foregoing offer. ☒ Seller hereby rejects the foregoing offer and ☒ Makes the attached counter offer ZERO at closing for services rendered in this transaction. Seller agrees to pay forthwith to the above-named Realtor, or, if this is a co-op transaction, the listing broker, the sum of \$ 0.00 at closing for services rendered in this transaction. Seller hereby grants such Realtor or listing broker a lien on the proceeds of sale to secure payment of said sum, and irrevocably assigns to such Realtor or listing broker an amount of those proceeds equal to said sum. Seller authorizes Realtor or listing broker to order title report and title insurance at Seller's expense and further authorizes them and escrow to pay out of the cash proceeds of sale the expenses of furnishing title insurance, seller's recording fees, seller's closing costs and any encumbrances on the property payable by seller on or before closing. SELLER HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN COPY OF THIS AGREEMENT WHICH SELLER HAS FULLY READ AND UNDERSTANDS. Seller acknowledges that seller has not received or relied on any statement made by any real estate agent which is not herein expressed. In the event purchaser fails to complete the sale as herein provided the earnest money shall be distributed as follows after deduction of any title insurance and escrow cancellation charges: ☐ To Realtor, or if this is a co-op transaction, to the listing broker, to the extent of the agreed commission just as if the transaction had been consummated, with residue to seller; or ☒ to Seller.

Address 2010 NW Aspen Portland, OR Zip 97210 Date August 10 1989 A.M. 3:00 P.M. Purchaser affirms the foregoing agreement and acknowledges receipt of a copy thereof signed by Robert F. Phillips Jr. Purchaser

162444

RENOVATION PROPERTIES

2010 N.W. ASPEN
 PORTLAND, OR 97210
 227-3892

DATE	INVOICE	AMOUNT

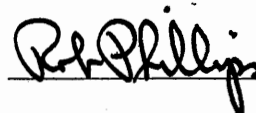
24-22/1230 154

3154

PAY one thousand DOLLARS

DATE	TO THE ORDER OF	CHECK NO.	DESCRIPTION	CHECK AMOUNT
8/10/89	Transamerica Title Co.	3154	pumphouse - E. Money	1000 00
			GROSS	DISCOUNT

UNITED STATES NATIONAL BANK OF OREGON
 23RD AND LOVEJOY BR. PORTLAND, OR 97210



⑈003154⑈ ⑆123000220⑆ 154 0010 632⑈

Sales Agreement
Counter Offer

162444

Lines 2 & 3: Replaced by the legal description attached hereto as part of the sale agreement.

Line 6 (Earnest Money Amount): To be \$1,000.

Line 8 (Balance of Down Payment): To be \$6,500.

Line 20: Delete the words "...an approved land partition..." and replace said deleted words with the words "...a recorded minor partition survey...".

Line 23: The box shall be checked and the addendum attached hereto shall be a part of the sale agreement.

Line 45: Delete "...at earlier of posession and closing date the dwelling...".

Line 46: Delete.

Line 47: Delete.

Line 48: Delete.

Line 49: Delete.

Line 55: The "seller" box is considered checked.

Line 64: The "Additional Land Sales Contract/Trust Deed Provisions" box is considered checked.

Line 65: The "As Is Clause/Inspection Report" box is considered checked.

Line 65: The "Closing-Possession Rental Clause" box is considered checked.

Line 67: "Rent to be \$5.00 per day."

Line 73: Delete "\$500" and replace with "\$1,000".

Line 74: Delete "Owner's acceptance" and replace with "Purchaser's acknowledgement".

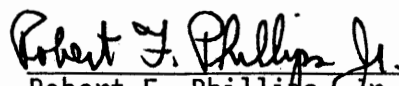
Seller:


Mike Lindberg, Commissioner-In-Charge

Date: August 10, 1989; X a.m. _____ p.m.

Purchaser's Acknowledgement

Purchaser:


Robert F. Phillips, Jr.

Date: August 10, 1989; _____ a.m. 3 p.m.

Sale Agreement
Addendum (to Line 23)

Representations: Condition of Property

Purchaser accepts the land, buildings, improvements and all other aspects of the property in their present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied, unless they are expressly set forth in this Contract or are in writing signed by the Seller. Purchaser agrees that Purchaser has ascertained, from independent sources, the applicable zoning, building, housing, and other regulatory ordinances and laws and that Purchaser accepts the property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property, and Seller has made no representations with respect to such laws or ordinances.

LEGAL DESCRIPTION
(GATEHOUSE SITE)

A parcel of land within the Southeast Quarter of Section 6, Township 1 South, Range 2 East, Willamette Meridian, Multnomah County, Oregon:

Commencing at the southwest corner of the D.D. Prettyman Donation Land Claim (D.L.C.); thence North 01°04'00" West 102.00 feet along the west line of the D.D. Prettyman D.L.C.; thence North 89°47'54" East 35.00 feet to the true Point of Beginning.

From said Point of Beginning North 89°47'54" East 62.50 feet; thence South 45°38'03" East 24.94 feet; thence South 01°04'00" East 34.50 feet to the north right-of-way line of S.E. Division Street; thence following the north right-of-way line of S.E. Division Street South 89°47'54" West 80.00 feet to the east right-of-way line of S.E. 60th Avenue; thence North 01°04'00" West 52.00 feet to the Point of Beginning.

The basis of bearings for the above legal description being the bearing of the west line of the D.D. Prettyman D.L.C. as shown on the recorded plat of the MITTLEMAN ADDITION, Multnomah County, Oregon, and on survey number 50476 filed June 6, 1988 in the Multnomah County Survey Records.

The parcel described above contains 4,006 square feet (0.092 acres), more or less.

EAZ:8902E213

**ORDINANCE
ATTACHMENT "2"**

- Warranty Deed with Legal Description
(Two Pages Following)

WARRANTY DEED - STATUTORY FORM

The BUREAU OF WATER WORKS of the CITY OF PORTLAND, a Municipal Corporation of the State of Oregon, Grantor, conveys and warrants to Robert F. Phillips, Jr., Grantee, the following described real property free of encumbrances except as specifically set forth herein, to-wit:

(See Exhibit "A," attached to and by this reference made a part of this Warranty Deed.)

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The said property is free from encumbrances except:

Conditions, Restrictions, Restrictive Covenants, and Easements of Record, if any.

The true consideration for this conveyance is Fifteen Thousand and No/100 Dollars (\$15,000.00). (As specified per the requirements of ORS 93.030.)

Dated this _____ day of _____, 19__.

Commissioner-in Charge

Auditor

STATE OF OREGON)
COUNTY OF MULTNOMAH } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19__ by Mike Lindberg, and Barbara Clark as Commissioner of Public Affairs and Auditor of the City of Portland, Oregon.

Notary Public for Oregon

My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land within the Southeast Quarter of Section 6, Township 1 South, Range 2 East, Willamette Meridian, Multnomah County, Oregon:

Commencing at the southwest corner of the D.D. Prettyman Donation Land Claim (D.L.C.); thence North $01^{\circ}04'00''$ West 102.00 feet along the west line of the D.D. Prettyman D.L.C.; thence North $89^{\circ}47'54''$ East 35.00 feet to the true Point of Beginning.

From said Point of Beginning North $89^{\circ}47'54''$ East 62.50 feet; thence South $45^{\circ}38'03''$ East 24.94 feet; thence South $01^{\circ}04'00''$ East 34.50 feet; thence South $89^{\circ}47'54''$ West 80.00 feet; thence North $01^{\circ}04'00''$ West 52.00 feet to the Point of Beginning.

The basis of bearings for the above legal description being the bearing of the west line of the D.D. Prettyman D.L.C. as shown on the recorded plat of the MITTLEMAN ADDITION, Multnomah County, Oregon, and on survey number 50476 filed June 6, 1988 in the Multnomah County Survey Records.

The parcel described above contains 4,006 square feet (0.092 acres), more or less.

EAX:8908E133

ORDINANCE NO. 162444

*Accept an earnest money agreement and convey Water Bureau property at S.E. 60th and Division to Robert F. Phillips Jr. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland Bureau of Water Works owns a certain parcel of real property within Sections 5 and 6, T1S, R2E, WM formerly used as a water storage facility (Reservoir #2) at the northeast corner of SE 60th Avenue and Division Street adjoining Mt. Tabor.
2. The storage facility is no longer necessary or functional because of changes that the Bureau of Water Works has made to its water storage and distribution system.
3. Ordinance 159820, passed by the Council on June 24, 1987, authorized the Bureau of Water Works and the Bureau of General Services to negotiate the sale of this surplus property.
4. Ordinance 160487, passed by the Council on February 17, 1988, authorized the Bureau of Water Works and the Bureau of General Services to sell 4.600 acres of the surplus property to Larry H. Draper, leaving a remainder of 0.092 acre as surplus property still available for sale.
5. Pursuant to Charter authority, the Bureau of Water Works has negotiated the sale of the remaining 0.092 acre parcel to Robert F. Phillips Jr. for the sum of \$15,000.
6. The Bureau of Water Works and the Bureau of General Services have reviewed the offer to purchase and recommend that it be accepted subject to the terms and conditions stated in the "sale agreement and receipt for earnest money" attached hereto as Attachment "1".

NOW, THEREFORE, The Council directs:

- a. The Commissioner of Public Affairs and Auditor are hereby authorized to accept the "sale agreement and receipt for earnest money" and the Trust Deed with Promissory Note offered by Robert F. Phillips Jr. substantially as attached hereto as Attachment "1".
- b. The Commissioner of Public Affairs and Auditor are hereby authorized to execute a deed conveying said property to Robert F. Phillips Jr. substantially as attached hereto as Attachment "2".
- c. The executed deed (Attachment 2) and accompanying documents (Attachment 1) shall be forwarded to Transamerica Title Insurance Company, (Attention: Thelma Bippes), 14623 S.E. McLoughlin Blvd., Milwaukie, OR 97267, which shall make appropriate escrow arrangements and insure that the transaction is closed in conformance with all appropriate terms and conditions and that the documents are recorded in the Multnomah County deed records.

- d. All funds received from the sale of this property, less transaction costs as approved by the Bureau of Water Works shall be credited to the Water Construction Fund.
- e. Upon approval, one copy of the signed Ordinance shall be returned by the Auditor to the Bureau of Water Works, Building 106, Room 616 (Real Estate).

Section 2. The Council declares that an emergency exists because a delay in accepting the terms of the offer of purchase could jeopardize this transaction; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **OCT 11 1989**

Commissioner Lindberg

DFC:djs EAX:8908E133
BUC NO. 18608103

BARBARA CLARK

Auditor of the City of Portland

By *Mary Flanagan* Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BLUMENAUER		
BOGLE		
KOCH		
LINDBERG		
CLARK		

FOUR-FIFTHS CALENDAR	
BLUMENAUER	
BOGLE	
KOCH	
LINDBERG	
CLARK	

Calendar No. **1685**

ORDINANCE No. 162444

Title

*Accept an earnest money agreement and convey Water Bureau property at S.E. 60th and Division to Robert F. Phillips Jr. (Ordinance)

Filed OCT 05 1989

BARBARA CLARK
Auditor of the CITY OF PORTLAND
By Mary L. Howard
Deputy

INTRODUCED BY
COMMISSIONER LINDBERG

NOTED BY THE COMMISSIONER
Affairs <i>[Signature]</i>
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: WATER WORKS
Prepared By: DANIEL F. COMBS Date: <u>DEC 9/19/89</u>
Budget Impact Review: <input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>[Signature]</i> EDWARD TENNY, ADMINISTRATOR

CALENDAR
Consent <input checked="" type="checkbox"/> Regular

NOTED BY
City Attorney
City Auditor
City Engineer