

ALLAN & LEUTHOLD, INC.
SURVEYING
4827 N. E. 105th AVENUE
PORTLAND, OREGON 97220
503 - 254-0734

PARCEL # 1

A portion of lot 15 POWELL VALLEY HOME TRACTS in the S.E. $\frac{1}{4}$ of Section 12
T. 1 S., R. 2 E., W.M. Multnomah County, Oregon described as follows:

Beginning at the intersection of the North line of lot 15 and the West line
of S.E. 160th Ave.; thence South $0^{\circ} 09' 30''$ East along the West line of S.E. 160th
Ave a distance of 60.00 feet; thence South $89^{\circ} 59' 30''$ West parallel with the
North line of said lot 15 a distance of 121.50 feet to a point in the East line
of lot 3 MOLLIE DOWNS; thence North $0^{\circ} 09' 30''$ West along said East line a distance
of 60.00 feet to the Northeast corner of said lot and a point in the North line of
lot 15 Powell Valley Homes Tracts; thence North $89^{\circ} 59' 30''$ East along said North
line a distance of 121.50 feet to the point of beginning..

Containing 7290.0 sq. ft. more or less....

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gene A. Leuthold
OREGON
MAY 6 1988
GENE A. LEUTHOLD
478

EXEMPT MINOR PARTITION
(Under Mult Co Ord #174)
date 18 AUG. 1987
by *David H. Probst*
Land Development Section
MULT CO ENVIRON SERVICES

18 AUG 87

3346

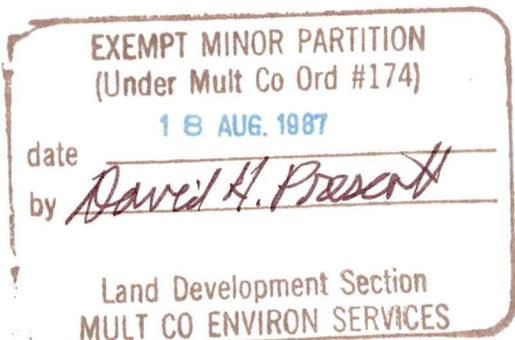
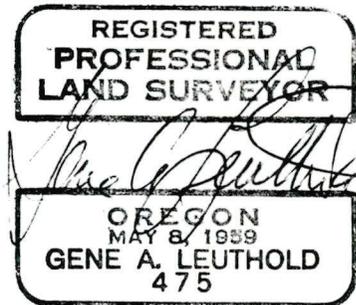
ALLAN & LEUTHOLD, INC.
SURVEYING
4827 N. E. 105th AVENUE
PORTLAND, OREGON 97220
503 - 254-0734

PARCEL # 2

A portion of lot 15 POWELL VALLEY HOME TRACTS in the S.E. $\frac{1}{4}$ of Section 12
T. 1 S., R. 2 E., W.M. Multnomah County, Oregon described as follows:

Beginning at a point on the West line of S.E. 160th Ave that is South
 $0^{\circ} 09' 30''$ East 60.00 feet from the intersection of the North line of lot 15 and
the West line of S.E. 160th Ave.; thence continuing South $0^{\circ} 09' 30''$ East along
said West line a distance of 82.50 feet to an intersection with the North line of
S.E. Brooklin St.; thence South $89^{\circ} 59' 30''$ West along said North line a distance
of 121.50 feet to the Southeast corner of lot 3 MOLLIE DOWNS; thence North $0^{\circ} 09' 30''$
West along the East line of lot 3 Mollie Downs a distance of 82.50 feet to a point
that is South $0^{\circ} 09' 30''$ East 60.00 feet from the North line of lot 15 Powell Valley
Home Tracts; thence North $89^{\circ} 59' 30''$ East parallel with the North line of said lot
15 a distance of 121.50 feet to the point of beginning..

Containing 10,023.0 sq. ft. more or less....



NARRATIVE :

Purpose of survey to perform a minor partition of the property.

Began survey along the North line of the property using found points.
 Measured to the centerline of S.E. 160th Ave and between found R.R. Spikes
 in 160th Ave.. Held found points along the North property line and in the
 Street and divided property as shown.

Basis of bearings the found points along the North property line.

Bearings from the Plat of MOLLIE DOWNS

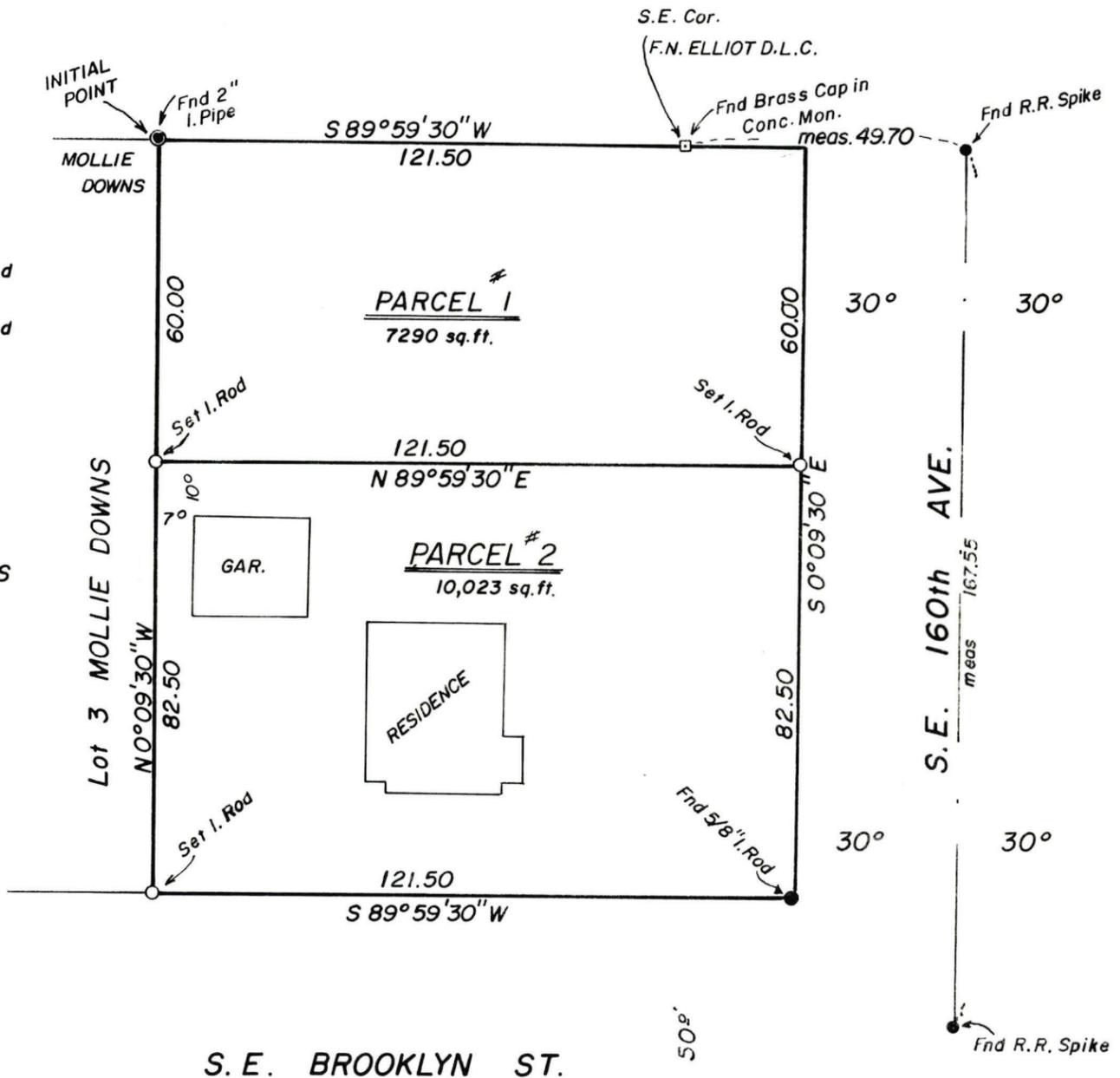
Set 1/2" x 24" iron rods with plastic cap marked L.S. 475..

LEGEND

○ DENOTES : Set 1/2" x 24" iron rod

● DENOTES : Found iron as indicated

REFERENCE SURVEYS



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Gene A. Leuthold
 OREGON
 MAY 8, 1989
 GENE A. LEUTHOLD
 475

CERTIFICATE of SURVEY
 Of A Portion of Lot 15
 POWELL VALLEY HOME TRACTS

S.E. 1/4 SECTION 12 T.1S., R.2E.

Multnomah County, Oregon

Scale: 1" = 30' Aug. 1987

ALLAN & LEUTHOLD, INC.
 SURVEYING
 4827 N E 105th AVENUE
 PORTLAND, OREGON 97220
 503 - 254-0554

EXEMPT MINOR PARTITION
 (Under Mult Co Ord #174)
 date 18 AUG. 1987
 by *David H. Prescott*
 Land Development Section
 MULT CO ENVIRON SERVICES



SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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

Portland Board of Realtors Copyright 1974, 1977, 1983, 1985 (Rev. 9/85)

The undersigned purchaser offers to purchase the following described real property situated in the City of PORTLAND, County of MULT.

State of Oregon, to wit: TO FOLLOW (legal description) and commonly known as: APPROX 121.5 FT. 60 X 72.5 FOOT LOT NORTH OF 2945 SE 160th

Price for the purchase price of on the following terms, to-wit: Earnest money herein receipted for of 1,000 on as additional earnest money, the sum of 8,350

At or before closing, the balance of down payment Upon acceptance of title and delivery of DEED CONTRACT the sum of (Lines 7, 8, 9, 10 must equal line 6) payable as follows: PURCHASER TO PAY \$9,350 CASH FOR ABOVE DESCRIBED LOT. IN ADDITION TO THIS PRICE, PURCHASER AGREES TO PAY FOR ALL APPLICATION FEES FOR LOT DIVISION, SURVEYS, ETC. SELLER AGREES TO SIGN ALL NECESSARY APPLICATIONS FOR SAID PARTITION. THIS OFFER XX

IF INDEBTEDNESS IS ASSUMED IN THIS TRANSACTION, 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 therefor not later than N/A, 19, complete necessary papers and exert best efforts to procure such financing; and if transaction is to be financed through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender, not to exceed \$.

SPECIAL CONDITIONS: XX IS SUBJECT TO PURCHASER OBTAINING SAID PARTITION AND BUILDING PERMITS TO CONSTRUCT ONE SINGLE FAMILY RESIDENCE. NOTE TO BE REDEEMED UPON RECEIVING ALL APPROVALS. SALE TO CLOSE WITHIN 90 DAYS FROM ACCEPTANCE OR WITH APPROVAL ARE READY

Parties acknowledge that property may be subject to City, County or State Smoke Detector requirements, and if new construction, FTC insulation disclosure requirements. 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 NONE

Seller shall furnish to purchaser a title insurance policy in the amount of the purchase price from a title insurance company 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 herein receipted for shall be refunded, but acceptance by purchaser of the refund does not constitute a waiver of other remedies available to him; but, if seller approves the sale and title is marketable and purchaser fails to complete the purchase as herein provided the earnest money herein receipted 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 and equipment (including stoker and oil tanks but excluding detached fireplace equipment), water heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, venetian blinds, awnings, 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: N/A

The following personal property in its present condition, unless otherwise stated herein, is included in the purchase price: NONE

The following fixtures are not owned by seller and are not being sold: N/A

Seller represents: That the above dwelling is connected to a public sewer system, A cesspool or septic tank; that he knows of no material structural defects; that all electrical wiring, heating, cooling and plumbing 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 he has no notice of any liens to be assessed against the property; that he has no notice from any governmental agency of any violation of law relating to the property; except NONE OTHER

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 shall be shared equally between seller and purchaser. If a contract sale, legal fees for contract preparation shall be paid by N/A

Transfer tax, if any, shall be shared equally by purchaser and seller. Pro-rates 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 made as of (check one only) Date purchaser is entitled to possession; X 1 day after delivery of above mentioned deed or contract; On 19. 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. That portion of any real property tax or assessment or interest thereon which is attributable to a period or periods before closing but the assessment of or due date for payment of which has been deferred, shall be paid by Seller (Purchaser/Seller Indicate which)

TIME IS OF THE ESSENCE OF THIS AGREEMENT. Transaction to be closed on or before OCT. 30, 1987 or as soon thereafter as financing documents 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): X ONE days after recording of above-mentioned deed

or contract and disbursement of funds to seller; on 19, 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 thereto to purchaser or the undersigned Realtor. Seller to keep the property insured (Check one only): Until possession is delivered to purchaser or recording of above-mentioned deed or contract, whichever first occurs; or Date purchaser is entitled to possession. Insurance will be secured by purchaser at THE PROVISIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE CHECKED BELOW ARE INCLUDED IN THIS AGREEMENT: ADDITIONAL LAND SALES CONTRACT PROVISIONS AS IS CLAUSE/INSPECTION REPORT CONDITION OF WELL CLAUSE FEDERAL VA APPRAISED VALUE CLAUSE FHA APPRAISED VALUE CLAUSE CITY INSPECTION AUTHORIZATION Rent to be \$ 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 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, deposit with SAFECO TITLE INS. CO., as escrow (SEE ESCROW DEPOSIT CLAUSE ON REVERSE WHICH IS INCLUDED HERE AS PART OF 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) The undersigned Realtor acknowledges receipt of earnest money (which Realtor agrees to handle as provided above) from purchaser in the sum of \$1,000 evidenced by cash, check, promissory note payable on or before See ABOVE Georgetown Realty, Inc. Realtor Branch Address: Branch Phone: Main Office Phone 256-1112 By Gary Donovan, Agent Main Office Address: 1000 N.E. 122nd - Apt. 202, 97230

PURCHASER (Print) MONTGOMERY CONTRACTING, INC. 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 WHICH ARE NOT HEREIN EXPRESSED. DEED OR CONTRACT TO BE PREPARED IN THE NAME OF SAME This offer shall automatically expire 2 days after time of purchaser's signature, if not accepted within that time. Address P.O. BOX 673 GRESHAM, OR Zip 97080 Date JULY 27, 1987, 9:00 P.M. Phone: Res 669-1912; Bus. Mr. Ms. Seller hereby rejects the foregoing offer and Makes the attached counter offer. Seller hereby accepts the foregoing offer. SELLER AGREES TO PAY NOT MORE THAN \$ None FOR REPAIRS IF REQUIRED FOR FINANCING. Seller agrees to pay forthwith to the above-named Realtor, or, if this is a co-op transaction, the listing broker, the sum of \$1,000 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. In the event purchaser fails to complete the sale as here 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 50% Seller, 50% Broker. Address 14942 NE ROSE PARKWAY, PORTLAND, OR Zip 97230 Date 7-28, 1987, 4:00 P.M. Seller of a copy thereof signed by Seller. Date JULY 27, 1987, A.M. Purchaser affirms the foregoing agreement and acknowledges receipt of a copy thereof signed by Seller. Co-op transaction between above named Realtor and Whitmore & Hess on basis, 35% Listing Realtor, 45% Selling Realtor. Broker's Initials

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that ELIZABETH R. VAUGHAN, hereinafter called GRANTOR, for the consideration hereafter stated, does hereby grant, bargain, sell and convey unto BERNICE J. DITTO, hereinafter called GRANTEE and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Multnomah, State of Oregon, described as follows, to-wit:

A tract of land being a part of Lot 15, POWELL VALLEY HOME TRACTS, in the County of Multnomah and State of Oregon. Beginning at the Northwest corner of Tract 15, POWELL VALLEY HOME TRACTS, thence South along the West line of said tract 293.50 feet; thence East 331.5 feet to a point on the West line of S.E. 160th Avenue; thence North along the West line of S.E. 160th Avenue, a distance of 149.52 feet to a point that is 142.5 feet South of the North line of said Tract 15, said point also being the true point of beginning of the tract of land herein to be described; thence West along the North right of way line of S.E. Brooklyn Street, a distance of 121.5 feet to the Southeast corner of Lot 3, Block 1, MOLLIE DOWNS; thence North along the East boundary line of said Lot 3, a distance of 142.5 feet to the Northeast corner thereof, said corner also being the North line of a tract of land conveyed to Norvel A. Vaughan, et ux, by deed recorded June 17, 1933, in Book 215, page 203; thence East along the North boundary line thereof to an intersection with the West right of way line of S.E. 160th Avenue; thence South along the West right of way line thereof to the true point of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is NONE.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 13th day of March, 1987.

Elizabeth R. Vaughan
ELIZABETH R. VAUGHAN

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.

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared the above-named Elizabeth R. Vaugyhan and acknowledged the foregoing instrument to be her voluntary act on this 13th day of March, 1987.

Kathy Dombrosky
NOTARY PUBLIC for Oregon
My Commission Expires: 8-29-89

AFTER RECORDING RETURN TO:
Bernice J. Ditto
14942 NE Rose Parkway
Portland, OR 97230

SEND TAX STATEMENTS TO:
Same

03131S

STATE OF OREGON
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of said County was filed for record and recorded in the record

1987 APR 27 AM 8:46

RECORDING SECTION
MULTNOMAH CO. OREGON

in Book

On Page
BOOK 1999 PAGE 287
Address my card and seal or office affixed

Recorder of Conveyances

M. B. Ditto
Deputy

9
10

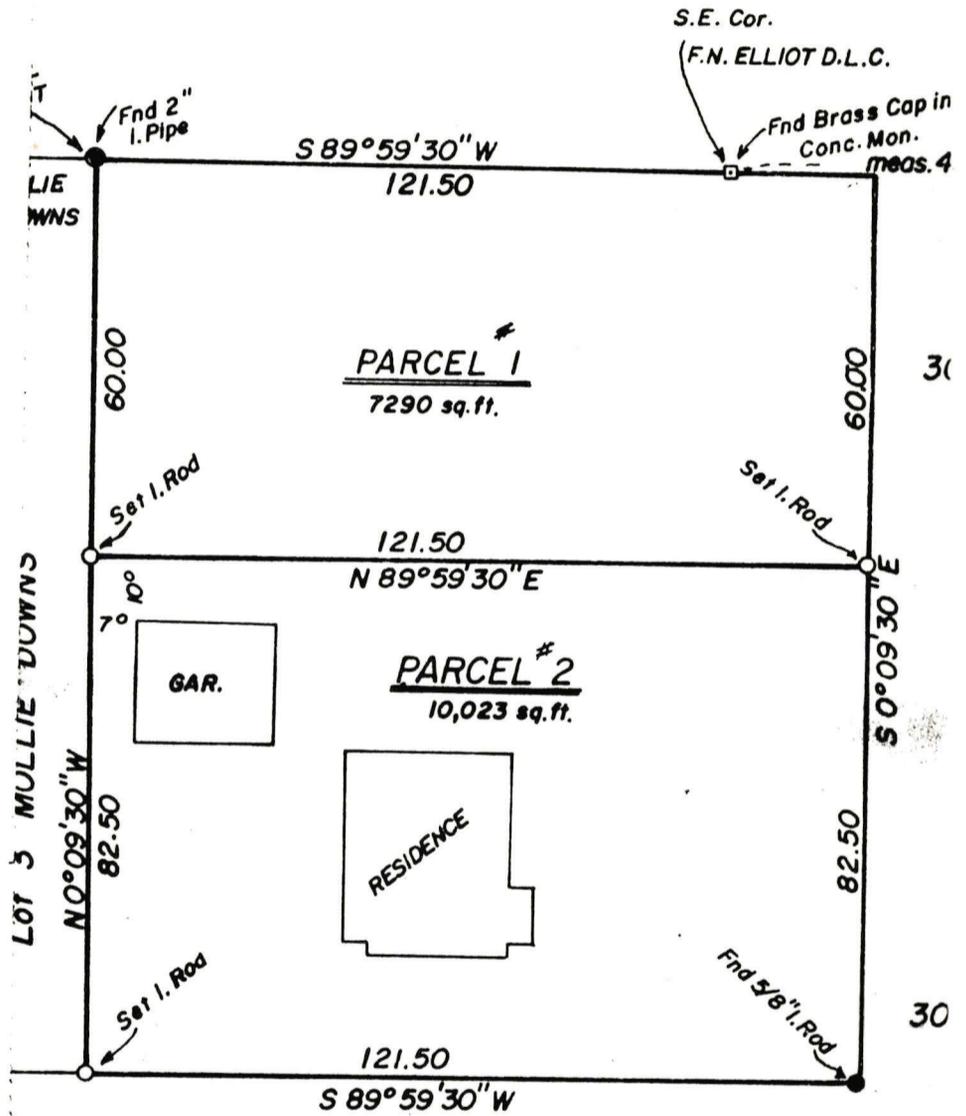
Purpose of survey to perform a minor partition of the property.

Began survey along the North line of the property using found points. Measured to the centerline of S.E. 160th Ave and between found R.R. Spikes in 160th Ave.. Held found points along the North property line and in the Street and divided property as shown.

Basis of bearings the found points along the North property line.

Bearings from the Plat of MOLLIE DOWNS

Set 1/2" x 24" iron rods with plastic cap marked L.S. 475..



4001

P.O. BOX 673 GRESHAM, OREGON 97030 • (503) 669-1912

8-19-87

Record minor partition SE/160th

\$17.00

Handwritten signatures and notes

CERTIFICATE of SURVEY
 Of A Portion of Lot 15
 POWELL VALLEY HOME TRACTS
 S.E. 1/4 SECTION 12 T.1S., R.2E.
 Multnomah County, Oregon