

Marie H. Bradley to Benjamin Sweet

Memorandum of Agreement, made this 24th day of July, 1906, by and between Marie H. Bradley, of Milwaukee, Wisconsin, as the first party, and Benjamin Sweet, of the same place, as the second party. Witnesseth;

Whereas, said first party has purchased the following described property, to wit: Lots three (3) and four (4) and the south half of the northwest quarter, and the north half of the south half of section one (1), township two (2) north, range six (6) east; the east half of the northwest quarter of section seven (7), township two (2) north, range six (6) east; ^{the southeast quarter of the northwest quarter and lots three (3), four (4) and five (5), section six (6), township two (2) north, range six (6) east} seven (7) east; all lying and being in Skamania County, Washington.

Also the south half of section twenty-three (23); all of sections twenty-four (24) and twenty-five (25), and the north half of section twenty-six (26), all in township six (6) north, range three (3) west, in Columbia County, Oregon; and

Whereas, the same was located and brought to the attention of the first party by the second party;

Now, Therefore, It is agreed that when said property shall have been sold that out of the profits realized from such sale by the first party, one fourth of such net profits so realized by the first party over and above six per cent. (6%) interest upon her investment therein, for the time during which said investment continued, shall be paid to the second party as his compensation in and about the location of said lands and the performance of the services hereinafter referred to, by him. Said second party is to look after said lands and look after all trespasses thereon and from time to time perform such services in relation to the care of the same as he shall be requested by the first party.

In case said second party shall desire the first party to make a sale of said property at any particular price, and such price is unsatisfactory to the first party, said first party shall have ninety (90) days within which to procure a more desirable price for said lands, but otherwise shall conform to the wishes of the second party in making the sale, provided such sale affords a profit over and above costs, taxes, expenses, and interest at six per cent. upon the investment. In case said first party desires to make a sale of said lands and the price is not satisfactory to the second party, the second party shall have ninety (90) days, within which to procure a sale more to his satisfaction,

otherwise the right of sale by the first party is to be untrammelled by this agreement.

In calculating the one-fourth of the profits to be paid to the second party all expenses of looking up the lands, payment of taxes and other expenses in relation to the holding and carrying of the same shall be deducted from the price received for the lands so that the second party shall contribute in the end to one-fourth of all expenses in relation to said lands.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

In presence of

Thos. H. Brown

Thos. F. Hayden

State of Wisconsin,

County of Milwaukee } ss.

Marie H. Bradley (seal)

Benjamin Sweet (seal)

Personally appeared before me this 24th day of July, 1906, the above signed and above named Marie H. Bradley and Benjamin Sweet, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

(Notarial)

Seal

Thos. F. Hayden

Notary Public,

Milwaukee County, Wisconsin.

My commission expires

September 9th, 1906.

Filed for record by Dolph, Mallory & Co., on Mar. 26, 1908 at 1:15 P.M.

A. Fleischhauer

Co. Auditor.

By E. Swisher - Deputy