

Marie H. Bradley to Benjamin Sweet

Memorandum of Agreement, Made this 29th day of Jan., 1907, 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:

The North half of Section Twenty-two (22), the west half of Section Twenty-Six (26), the north half of Section Twenty-eight (28), the east half of Section Thirty (30) and the south east quarter of Section Thirty-two (32), Township Five (5) South, Range Four (4) East, Clackamas County, Oregon.

Also the northwest quarter of Section Eleven (11), the north half of the north half and the southwest quarter of Section Fourteen (14) and the south half of the northwest quarter of section Fifteen (15), Township Four (4) North, Range Two West, in Columbia County, Oregon.

Also the south half of the southwest quarter of the northwest quarter and the southwest quarter of Section Twenty-Six (26), Township Six (6) North, Range Two (2) West, in Columbia County, Oregon.

Also the southeast quarter of Section Thirty-four (34) and the southwest quarter of section Thirty-five (35), Township Three (3) North, Range Six (6) East, in Skamania County, Washington; 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 and above six per cent, (6%) interest upon her investment therein, for the time during which said investment continues, 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 the expenses in relation to said lands.

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

In presence of

Marie H. Bradley (seal)

Thomas H. Brown

Benj. Sweet (seal)

Thos. F. Hayden

State of Wisconsin }
County of Milwaukee } ss.

Personally appeared before me this 29th day of January, 1907, 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 Sept. 4th 1910.

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

A. Fleischhauer,
Co. Auditor.

By E. Swisher - Deputy

1.20

Approved April 10/08
J. J. Berlin Chairman
Co. Council