

of cash to be deposited in the United States National Bank to be paid said Rometoch upon delivery of a Warranty deed duly recorded and an abstract of title showing the title to the land in H. E. Noble free of all encumbrance, and in case said party of the second part shall elect to purchase said premises hereunder, and shall pay or offer to pay said consideration to said party of the first part, in time, manner and form as hereinbefore specified, then the said party of the first part upon their part, agree forthwith to convey said premises free of all encumbrances to said party of the second part, by good and sufficient deeds with all general covenants of warranty; but in case said party of the second part shall not within said sixty days elect to purchase said premises as aforesaid, then this agreement shall at the expiration of said sixty days become at once null and void, and the said party of the first part may and shall retain to themselves own use and benefit all money before that time paid hereunder.

Done at Portland Ore this 9th day of May A.D. 1902.
 In presence of
 C. W. Geller
 John Rometoch [Seal]
 Katie Rometoch [Seal]

State of Oregon,
 County of Multnomah } ss.

This Certifies, That on this 14th day of May A.D. 1902, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within-named John Rometoch and Katie Rometoch husband and wife who are known to me to be the identical person described in and who executed the within instrument, and severally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

Notarial Seal
 & Seal

C. W. Geller
 Notary Public for Oregon

Filed for record by H. E. Noble, 16 May 1902 at 9 a.m.

H. E. Noble
 C. Auditor