

running North 660 feet; thence West 660 feet; thence South 660 feet; thence East 660 feet to place of beginning, containing ten acres, more or less.

It is agreed that the purchase price of said land is TWO HUNDRED AND FIFTY DOLLARS (\$250.00) to be paid as follows, towit: \$125.00 of which has been paid prior to the execution of this contract and the balance of \$125.00 to be paid on or before the 7th day of February, 1912, without interest on deferred payments.

It is further understood and agreed that upon the payment of said balance as herein agreed upon then the party, of the first part, her heirs, executors, administrators and assigns, will give a good and sufficient warranty deed to said real property unto said party of the second part, his heirs, executors, administrators or assigns, together with proper abstract showing the the title thereto is clear.

It is further agreed that time is the essence of this contract and that any failure of the said party of the second part to pay said balance according to the terms and conditions hereof, the said first party, her heirs, executors administrators or assigns, may declare this contract null and void, in the manner provided by law, and all payments made hereon shall be forfeited.

It is further understood that said proposed deed shall carry with it a right of way not exceeding twenty feet in width along the present trail or out let down that branch of Nelson creek known as Moore Creek.

It is understood and agreed that said second party is to have full possession of said premises during the life of this contract.

It is further understood and agreed that said first party is to pay and keep paid all taxes and assessments of whatsoever kind or nature that may be levied or assessed against said property or any part thereof until the execution of the proposed deed above mentioned.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses:

Joseph R. Hannah

H.I. Wise.

Mary E. Moore

Party of the first part.

John Dyer

Party of the second part.

Filed for record by John Dyer on July 11, 1912 at 1:45 P.M.

A. Fleischhauer,

County Auditor.

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