

REATH TO RUNYON

ARTICLES OF AGREEMENT, Made and entered into this 14th day of April A.D. 1914, between Mary M. Reath, of Butler, Washington, the party of the first part, and John M. Runyon and Susie A. Runyon, his wife of Butte, Montana, the parties of the second part,

WITNESSETH, that the said party of the first part hereby covenants and agrees that if the parties of the second part shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, then the said party of the first part will convey to the parties of the second part, by a good and sufficient deed, the following described lot, piece or parcel of land, to-wit:

The Southeast forty (40) acres of the Northeast quarter of Section Thirty-two (32) in Township Two (2) North of Range Six (6) East of the Willamette Meridian, Washington, according to the official plat of the survey of the said lands under Certificate 7952 recorded Volume 763, page 274, at the United States General Land Office confirming Thomas Reath as purchaser and the above said land deeded by the said Thomas Reath to the aforesaid Mary M. Reath his wife, together with all the appurtenances and improvements thereon situated, and the parties of the second part hereby covenant and agree to pay to the party of the first part the sum of Fifteen Hundred Dollars, in the manner following: Five Hundred Dollars, cash in hand, the receipt whereof is hereby acknowledged and the balance to be paid in the manner following: On or before five years from this day, in whole or in part as shown by their promissory note of even date herewith, signed by the parties of the second part and payable to the party of the first part, with interest that may accrue thereon according to the terms and conditions of said note; and also, pay all taxes and other assessments that may hereafter be imposed, levied or assessed upon said property,

And it is agreed that time in all respects is the essence of this contract, and in case of the failure of the said parties of the second part to make either of the payments or perform any of the covenants on their part hereby made and entered into, then this contract shall, at the option of the party of the first part, be forfeited and determined, and the parties of the second part shall forfeit all payments made by them on this contract, and such payments shall be retained by the party of the first part in full satisfaction and in liquidation of all damages by her sustained, and she shall have the right to re-enter and take possession of the premises aforesaid, and to eject the parties of the second part therefrom without being deemed guilty of trespass or being required to bring suit of ejectment.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

And it is agreed that in case the party of the first part ever brings suit to quiet the title to said premises to said part, or to adjust the rights of the parties hereto in said premises, that said party, if successful, may recover such sum, as additional costs for attorney's fees as the court may adjudge reasonable.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals in DUPLICATE the day and year first above written.

Signed, Sealed and Delivered in the Presence of

John H. Hartog

Mary M. Reath (Seal)

Sam Henry

Thomas Reath (her Husband) (Seal)

John M. Runyon (Seal)

Susie A. Runyon (Wife) (Seal)

Filed for record by J.M. Runyon on April 21, 1914 at 10:50 A.M.

H. Swisher,

Co. Auditor.