

AND UPON THE FURTHER EXPRESS CONDITION that the buyer shall, until all of the aforementioned payments shall have been fully made, punctually, time being of the essence thereof, do and perform all things in said bond required to be done or performed by the obligee therein named.

So long as there shall be no breach on the part of the buyer of any of the conditions above mentioned, and no longer, he shall have all the right of possession of the obligee named in said bond of the premises therein described; and in the event of any such breach the seller shall and may retain, as liquidated damages therefore and by way of compensation for the use and possession of said premises, all sums theretofore paid him by the buyer.

IN WITNESS WHEREOF the seller hath hereunto set his hand and affixed his seal at Tillamook City, Oregon, the day and year first herein above written.

Fred J. Pye (SEAL)

WITNESSES

Robert H. McGrath

A. C. Everson

STATE OF OREGON }
County of Tillamook } ss.

I, ROBERT H. McGRATH, a Notary Public in and for the County and State aforesaid, certify that on this Sixteenth day of July, 1918, personally appeared before me FRED J. PYE, to me known to be the identical individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein expressed.

WITNESS my hand and official seal the day and year last herein written.

(NOTARIAL SEAL)

Robert H. McGrath
Notary Public, State of Oregon.
My commission expires December 9, 1921.

EXHIBIT A.

BOND FOR DEED

KNOW ALL MEN BY THESE PRESENTS, That I, BARTHOLOMEW BENNETT, a single man, never having been married, am held and firmly bound unto FRED J. PYE in the sum of Six thousand Dollars, for the payment whereof well and truly to be made I hereby bind myself, my heirs, executors administrators and assigns firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT WHEREAS the above named Bartholomew Bennett has this day bargained and sold and agreed to convey to said Fred J. Pye the real property hereinafter described, and agreed to convey the same to him by a good and sufficient Warranty Deed, after the said Fred J. Pye shall have paid therefore the sum of Three Thousand Dollars (\$3000.00) in the manner and time hereinafter stated, viz:- Three hundred (\$300.00) cash paid at the delivery of this bond, the receipt whereof is hereby acknowledged, the balance to be paid in yearly payments of One Hundred and Thirty Five Dollars (\$135.00) the same being due and payable on the 6th day of November of each year. Said Fred J. Pye agrees to pay all taxes on said premises when due and before they become delinquent. The premises hereby sold and which are to be conveyed as herein above provided are described as follows, to wit:-

The S.W. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ of Sec. 3 T¹p. 1. N. Range 5 East W.M. Excepting one Hf. acre sold P of H Grange No 70.

It is distinctly understood that the water running from the spring above the house shall be free to all the residents on the S.W. $\frac{1}{4}$ of Sec. 3 T¹p. 1. N. Range 5 East W.M.