

INTEREST, BOTH IN LAW AND EQUITY IN AND TO SAID PREMISES. THE DEED WHEN ISSUED SHALL BE EXECUTED SUBJECT TO ANY AND ALL TAXES AND OTHER PUBLIC LIENS, WHICH MAY COME OR BE PLACED AGAINST SAID PROPERTY AFTER DATE HEREOF. IT IS AGREED THAT FIRST PARTY SHALL PAY TAXES OR OTHER LIENS WHICH ARE A LIEN ON SAID PROPERTY AT DATE HEREOF. SAID DEED SHALL BE EXECUTED SUBJECT ALSO TO ANY LIEN OR ENCUMBRANCE WHICH MAY COME OR BE PLACED AGAINST SAID PROPERTY BY THE ACT, OR THROUGH THE AGENCY OF SAID SECOND PARTY. IT IS AGREED AND UNDERSTOOD THAT FIRST PARTY IS TO FURNISH, AT HER OWN COST AND EXPENSE, ABSTRACT, SHOWING GOOD MERCHANTABLE TITLE. SUCH ABSTRACT IS TO BE BROUGHT TO DATE HEREOF. ANY EXTENSION TO DATE OF DELIVERY OF ABSTRACT IS TO BE MADE AT THE EXPENSE OF SECOND PARTY.

IT IS AGREED AND UNDERSTOOD THAT SECOND PARTY IS TO KEEP DURING THE LIFE OF THIS CONTRACT, THE RESIDENCE SITUATED ON SAID PREMISES INSURED AGAINST LOSS BY FIRE, IN AN AMOUNT OF NOT LESS THAN TWO HUNDRED FIFTY (\$250.00) DOLLARS, IN A COMPANY AGREEABLE TO SAID FIRST PARTY. SAID SUM OF MONEY PAYABLE TO SAID FIRST PARTY, HER HEIRS OR ASSIGNS AS HER INTEREST MAY APPEAR. PROVIDED HOWEVER, THAT IT IS AGREED AND UNDERSTOOD THAT IN CASE OF LOSS BY FIRE, ANY INSURANCE MONEY BECOMING DUE AND COLLECTED BY THE FIRST PARTY SHALL BE UTILIZED IN REPAIRING OR REPLACING DWELLING INJURED OR DESTROYED.

IT IS AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO, THAT TIME AND THE PROMPT AND PUNCTUAL PAYMENT OF ALL SUMS DUE AND PAYABLE HEREUNDER, AND THE EXACT PERFORMANCE, OF ALL AGREEMENTS, HEREIN CONTAINED, IN EACH AND EVERY CASE, ARE OF THE ESSENCE OF THIS CONTRACT. THAT THE FIRST PARTY HAS THE OPTION TO DECLARE THE AMOUNTS PAID HEREON FORFEITED, AS LIQUIDATED DAMAGES, AND AS A REASONABLE RENT FOR SAID PREMISES, AND THIS CONTRACT CANCELLED AND BECOME NULL AND VOID, UNLESS ALL PAYMENTS SHALL BE MADE HEREINBEFORE SET FORTH, AND ALL OTHER COVENANTS AND AGREEMENTS SHALL BE PERFORMED.

IN WITNESS WHEREOF, THE PARTIES HERETO, HAVE SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

WM. L. BORTHWICK

L. L. SANDERS

ALICE C. BORTHWICK  
PARTY OF THE FIRST PART

FRED HENRY  
PARTY OF THE SECOND PARTY.

STATE OF OREGON,                     )  
                                              ) ss.  
COUNTY OF MULTNOMAH.            )

THIS CERTIFIES THAT ON THIS 10TH DAY OF FEBRUARY 1920 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED FRED HENRY, KNOWN TO ME TO BE THE IDENTICAL PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN CONTRACT AS SECOND PARTY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARIAL)  
( SEAL )

OGELSBY YOUNG  
NOTARY PUBLIC FOR OREGON  
RESIDING AT PORTLAND  
MY COMMISSION EXPIRES NOV. 12-1920

FILED FOR RECORD FEBRUARY 11, 1920, AT 11 A.M. BY OGELSBY YOUNG.

*Eddy Mitchell*  
COUNTY AUDITOR.