

clear of all defects, clouds or incumbrances to such extent that the same will meet the approval of the attorney said second party designate and in case it shall be necessary clear title in any manner, or remove any cloud upon the title the time for payment of said deferred installments shall be extended such additional period as may be required to so perfect title, it being further understood and agreed that the said title shall be so perfected within six months from the date hereof; and provided further that the said party of the second part shall have the right to rescind this contract and receive back from the said party of the first part the said sum of One Hundred Dollars deposited at the date hereof, in case his said attorney shall determine that said abstract does not show title in the said party of the first part, or that it shall be necessary to remove cloud which cannot be so removed within the said six months after date hereof.

And provided further, that the said party of the second part, at his option may, upon payment of the said second installment of \$800.00 and the execution of a mortgage to the said party of the first part for the sum of \$700.00 payable on or before the date herein fixed as the date of final payment, receive a deed to the said property duly executed by the said first parties and containing the usual covenants of warranty.

And the said party of the first part hereby covenant and agree that they will upon payments being made by the said second party as provided herein, together with interest thereon at the rate of 6% cent per annum, execute a good and sufficient warrant deed to the said party of the second part, or to his heirs or assigns, and that they will perform all the covenants and agreements by them to be performed as provided herein, without delay.

In case the said party of the second part shall fail to pay the said several sums of money as herein provided (the said party of the first part faithfully and promptly performing all covenants and agreements by them to be performed) the said party may declare this contract null and void and the sums paid hereunder shall be forfeited to said party of first part as liquidated damages.

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

Witnesses

J. M. Culbertson

S. VanCott

her  
Sarah X Davis (LS)  
 mark  
 Parties of the first part  
Mathias T. Hillard  
 Party of the second part

STATE OF OREGON        }  
 County of Hood River    } ss.

I J. M. Culbertson a Notary Public in and for said State and County do hereby certify that on this 28th day of March 1919 personally appeared before me Sarah Davis, and Mathias T. Hillard to me known to be the individuals described in and who executed the within and foregoing instrument as first parties therein and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the use and purpose therein mentioned.

In TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial)  
 (Seal)

J. M. Culbertson  
 Notary Public for the State of  
 Oregon residing at Hood River in