

LESS ANY DEDUCTIONS FROM SMELTER RETURNS THERE MAY BE WITHIN THE TIME HEREIN SPECIFIED.

IT IS HEREBY AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT, AND IN CASE THE PURCHASER SHALL FAIL TO PERFORM ANY OF THE CONDITIONS OF THIS AGREEMENT WITHIN THE TIME OR TIMES SPECIFIED, THE VENDOR MAY AT HER OPTION DECLARE THE SAME NULL AND VOID, AND SHALL RETAIN AS RENTAL FOR THE SAID PROPERTY ALL SUMS OF MONEY WHICH MAY HAVE BEEN PAID TO HER HEREON. IN THE EVENT THAT SHE SHALL ELECT TO DECLARE THIS AGREEMENT TERMINATED, OR IN THE EVENT THAT THE PURCHASER SHALL ELECT NOT TO EXERCISE HIS OPTION TO PURCHASE, THE PURCHASER SHALL NOT BE LIABLE FOR ANYTHING LAWFULLY DONE BY HIM HEREUNDER.

IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS ASSIGNABLE AND SHALL BE BINDING UPON THE PARTIES HERETO, THEIR HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS.

DATED THIS 4TH DAY OF JUNE, 1917.

WITNESS

GEORGE A. PIPES

ANNA MARIE COLFELT

H. G. LOUGEE

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

ON THIS 10TH DAY OF AUGUST, 1917, BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE ABOVE NAMED STATE, PERSONALLY APPEARED ANNA MARIE COLFELT, THE SOLE HEIR AT LAW OF J. A. COLFELT, DECEASED, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

EVA WEATHERED
NOTARY PUBLIC IN AND FOR THE STATE OF
OREGON, RESIDING AT PORTLAND.

MY COMMISSION EXPIRES MCH. 9, 1920.

ANNA MARIE COLFELT AND MRS. MAE LOUGEE, WIDOW AND SUCCESSOR IN INTEREST OF H. G. LOUGEE, HEREBY AGREE TO A MODIFICATION OF THE WITHIN AGREEMENT IN THE FOLLOWING PARTICULARS, AND IN NO OTHER:

1. THE PURCHASER SHALL HAVE AN EXTENSION OF TIME OF TWO (2) YEARS IN ADDITION TO THE TIME SPECIFIED IN THE AGREEMENT, WITHIN WHICH TO MAKE THE PAYMENTS THEREIN PROVIDED.

2. THE PRICE AT WHICH THE REMAINING ONE-FIFTH OF THE INTEREST IN THE PROPERTY MAY BE PURCHASED SHALL BE \$20,000.00, IN LIEU OF \$30,000.00, AS PROVIDED IN SAID AGREEMENT.

3. IN CASE THE PURCHASER SHALL SELL THE PROPERTY DESCRIBED IN THE WITHIN AGREEMENT AND SHALL ASSIGN THIS CONTRACT DURING THE LIFE OF THE SAME AS HEREBY MODIFIED, SHE SHALL MAKE PAYMENTS ON THIS CONTRACT, NOTWITHSTANDING ITS PROVISIONS, IN THE FOLLOWING AMOUNTS, TO-WIT:

IF THE SAID PROPERTY SHALL BE SOLD FOR CASH, SHE SHALL, UPON RECEIVING SUCH CASH PAYMENT, PAY OVER TO THE VENDOR ALL THE SUMS REQUIRED TO BE PAID BY THIS AGREEMENT AS HEREIN MODIFIED, TO-WIT: \$10,000.00 FOR A FOUR-FIFTHS INTEREST,