

OR ADMINISTRATORS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT WHEN THE PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, SHALL HAVE COMPLIED WITH AND CONFORMED TO ALL THE TERMS AND CONDITIONS OF THIS CONTRACT, BY THEM TO BE CONFORMED AND COMPLIED WITH, IN LETTER AND SPIRIT, THEN THE PARTIES OF THE FIRST PART, THEIR HEIRS, EXECUTORS ADMINISTRATORS OR ASSIGNS WILL MAKE AND DELIVER TO THE PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, A GOOD AND SUFFICIENT WARRANTY DEED CONVEYING SAID LAND IN FEE TO THE PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, EXCEPT AS TO SUCH RIGHTS AS FLYNN AND WHITE MAY HAVE ACQUIRED UNDER A TIMBER DEED HERETOFORE GIVEN THEM.

IT IS FURTHER UNDERSTOOD AND AGREED THAT TIME IS THE ESSENCE OF THIS CONTRACT AND IN CASE OF DEFAULT IN THE PAYMENT OF ANY INTEREST OR ANY PART OF THE PRINCIPAL SUM SET OUT AND AGREED UPON HEREIN, THEN THIS CONTRACT AND ALL THE CONDITIONS HEREOF SHALL BE HELD AND CONSIDERED NULL AND VOID AND THE PARTIES OF THE FIRST PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, SHALL AND MAY TAKE POSSESSION OF SAID PREMISES AND EVERY PART THEREOF AND ALL IMPROVEMENTS AND APPURTENANCES, THE SAME AS IF THIS CONTRACT HAD NEVER BEEN MADE, AND IN CASE OF SUCH DEFAULT, THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, AGREE TO QUIT AND VACATE SAID PREMISES LEAVING THE SAME TO THE PARTIES OF THE FIRST PART, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, WITH THE IMPROVEMENTS AND APPURTENANCES, QUITCLAIMING ALL RIGHTS THEREIN TO FIRST PARTIES.

IT IS FURTHER UNDERSTOOD AND AGREED THAT IN CASE THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, SHALL BREAK OR MAKE DEFAULT IN ANY OF THE OTHER CONDITIONS OF THIS CONTRACT, THEN THE PARTIES OF THE FIRST PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, MAY AND SHALL DECLARE THE WHOLE CONTRACT BROKEN AND MAY TAKE IMMEDIATE POSSESSION OF SAID PREMISES, WITH THE APPURTENANCES, AND ALL PAYMENTS MADE HEREON BY SECOND PARTIES, THEIR HEIRS, EXECUTORS OR ADMINISTRATORS SHALL BE FORFEITED AS RENT TO THE FIRST PARTIES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

IT IS FURTHER AGREED BY FIRST PARTIES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, THAT SECOND PARTIES SHALL HAVE A PERMANENT RIGHT OF INGRESS AND EGRESS TO AND FROM SAID ABOVE DESCRIBED LAND, FROM THE COUNTY ROAD, OVER AND ACROSS ADJACENT LAND OF FIRST PARTIES, ALSO THE RIGHT TO TAP THE FLUME OR PIPE LINE, NOW CONSTRUCTED OR HEREAFTER TO BE CONSTRUCTED FROM THE CREEK TO THE PROPERTY AT PRESENT OWNED BY FIRST PARTIES, FOR DOMESTIC OR IRRIGATING PURPOSES ON THE ABOVE DESCRIBED LAND.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE SECOND PARTIES, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, SHALL NOT AT ANY TIME SELL, CONVEY OR TRANSFER THIS CONTRACT, OR ANY PART THEREOF OR ANY INTEREST THEREIN OR IN THE LANDS HEREIN DESCRIBED, OR ANY PART THEREOF, TO ANY OTHER PERSON, OR PERSONS, WITHOUT THE WRITTEN CONSENT OF THE PARTIES OF THE FIRST PART OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO AFFIXED THEIR