

GIVEN SECOND PARTY IF NEEDED ON ANY PAYMENT.

IT IS FURTHER AGREED BETWEEN THE SAID FIRST AND SECOND PARTIES THAT WHEN THE DEBT OWED SAID FIRST PARTY BY SAID SECOND PARTY HAS BEEN REDUCED TO A SUM EQUAL TO AN AMORTIZATION MORTGAGE OF NEARLY \$300.00 OWED BY FIRST PARTY TO FEDERAL LAND BANK OF SPOKANE AND SECURED BY FIRST MORTGAGE ON ABOVE DESCRIBED PREMISES THAT SAID SECOND PARTY WILL ASSUME AND PAY SAID MORTGAGE DEDUCTING THE AMOUNT THEN DUE AND OWED ON SAID MORTGAGE FROM AMOUNT OWED SAID FIRST PARTY.

AND THE SAID PARTY OF THE SECOND PART, IN CONSIDERATION OF THE PREMISES, HEREBY AGREES THST HE WILL REGULARLY AND SEASONABLY PAY ALL TAXES AND ASSESSMENTS MADE FOR THE YEAR 1920 AND WHICH MAY BE HEREAFTER LAWFULLY IMPOSED ON SAID PREMISES, AND THAT ALL BUILDINGS NOW ERECTED ON SAID PREMISES WILL BE KEPT INSURED AGAINST FIRE IN AN AMOUNT NOT LESS THAN \$500.00 IN A COMPANY SATISFACTORY TO THE FIRST PARTY. POLICY IN FAVOR OF FIRST PARTY AS HIS INTEREST MAY APPEAR.

ALL IMPROVEMENTS PLACED THEREON SHALL REMAIN, AND SHALL NOT BE REMOVED BEFORE FINAL PAYMENT BE MADE FOR SAID ABOVE DESCRIBED PREMISES.

IN CASE THE SAID PARTY OF THE SECOND PART HIS LEGAL REPRESENTATIVES OR ASSIGNS, SHALL PAY THE SEVERAL SUMS OF MONEY AFORESAID, PUNCTUALLY AND AT THE TIMES ABOVE SPECIFIED, AND SHALL STRICTLY AND LITERALLY PERFORM ALL AND SINGULAR THE AGREEMENTS AND STIPULATIONS AFORESAID, ACCORDING TO THE TRUE INTENT AND TENOR THEREOF, THEN THE SAID PARTY OF THE FIRST PART WILL MAKE UNTO THE PARTY OF THE SECOND PART HIS HEIRS OR ASSIGNS, UPON REQUEST AT STEVENSON, WASH. AND UPON THE SURRENDER OF THIS AGREEMENT, A GOOD AND SUFFICIENT WARRANTY DEED OF CONVEYANCE COBVEYING SAID PREMISES IN FEE SIMPLE FREE AND CLEAR OF INCUMBRANCES, EXCEPTING, HOWEVER, THE ABOVE MENTIONED TAXES AND ASSESSMENTS, AND ALL LIENS AND INCUMBRANCES CREATED BY THE SAID PARTY OF THE SECOND PART, OR HIS ASSIGNS. EXCEPTING ALSO AFORESAID MORTGAGE OWED THE FEDERAL LAND BANK OF SPOKANE.

BUT IN CASE THE SAID PARTY OF THE SECOND PART SHALL FAIL TO MAKE THE PAYMENTS AFORESAID, OR ANY OF THEM PUBCTUALLY AND UPON THE STRICT TERMS, AND AT THE TIMES ABOVE SPECIFIED, THE TIME OF PAYMENT BEING DECLARED TO BE OF THE ESSENCE OF THIS AGREEMENT, THEN THE PARTY OF THE FIRST PART SHALL HAVE THE RIGHT TO DECLARE THIS AGREEMENT NULL AND VOID; AND IN SUCH CASE ALL THE RIGHT AND INTEREST HEREBY CREATED OR THEN EXISTING IN FAVOR OF THE SAID PARTY OF THE SECOND PART OR DERIVED UNDER THIS AGREEMENT SHALL UTTERLY CEASE AND DETERMINE, AND THE PREMISES AFORESAID SHALL REVERT AND REVEST IN THE PARTY OF THE FIRST PART WITHOUT ANY DECLARATION OR FORFEITURE OR ACT OF RE-ENTRY, OR WITHOUT ANY OTHER ACT BY SAID PARTY OF THE FIRST PART TO BE PERFORMED AND WITHOUT ANY RIGHT OF THE SAID PARTY OF THE SECOND PART OF RECLAMATION OR COMPENSATION FOR MONEY PAID OR FOR IMPROVEMENTS MADE, AS ABSOLUTELY, FULLY AND PERFECTLY AS IN THIS AGREEMENT HAD NEVER BEEN MADE.

IN WITNESS WHEREOF, THE SAID PARTIES HAVE HEREUNTO SET THEIR HANDS IN DUPLICATE THE DAY AND YEAR FIRST ABOVE WRITTEN.

IN PRESENCE OF  
FRED LUNDQUIST

C. D. OTTINGER

FRANK B. HAIGHT

OLOF ANDERSON OWNER.

HIS  
CLARENCE X LOGHRY PURCHASER.

MARK  
MRS. INA E. LOGHRY  
WITNESS TO HIS MARK

FILED FOR RECORD SEPTEMBER 20, 1920, AT 11 A.M. BY HULDA ANDERSON.

*Eddy P. Mitchell*  
Auditor