

ALL DELINQUENT TAXES INCLUDING TAXES FOR THE YEAR 1921, SHALL BE PAID BY THE SECOND PARTY ON OR BEFORE DECEMBER 1ST, 1922. THE AMOUNT OF TAXES SO PAID MAY BE TAKEN AS A CREDIT TO THE SECOND PARTY UPON THE PURCHASE PRICE.

THE SUM OF \$1,000.00 IS TO BE PAID ON OR BEFORE SEPTEMBER 1ST, 1923. THE BALANCE IS TO BE PAID ON OR BEFORE FIVE (5) YEARS FROM THE DATE OF THIS CONTRACT.

ALL DEFERRED PAYMENTS SHALL DRAW INTEREST AT THE RATE OF SIX (6%) PER CENT PER ANNUM.

ALL TAXES ACCRUING AS LIENS AGAINST THIS PROPERTY SUBSEQUENT TO THE DATE OF THIS CONTRACT, SHALL BE PAID BY THE PARTY OF THE SECOND PART ON OR BEFORE THE TIME WHEN THEY SHALL BECOME DELINQUENT.

IT IS AGREED AND UNDERSTOOD BETWEEN THE PARTIES HERETO, THAT THIS CONTRACT SHALL BE ^ACONDITIONAL CONTRACT OF SALE; THAT THE TITLE TO THE LAND HEREINAFTER DESCRIBED SHALL REMAIN IN THE PARTIES OF THE FIRST PART UNTIL SUCH TIME AS THE TERMS OF THIS CONTRACT SHALL BE FULLY COMPLIED WITH, AT WHICH TIME THE PARTIES OF THE FIRST PART AGREE TO CONVEY THE PROPERTY ABOVE DESCRIBED BY GOOD AND WARRANTY DEED TO THE PARTY OF THE SECOND PART, AND TO FURNISH AN ABSTRACT SHOWING MERCHANTABLE TITLE.

ALSO THE TRACTS OWNED BY ABBOTT, PERRY, BROWN AND POWERS, AND BECKMARK IT BEING UNDERSTOOD THAT THE UNPAID BALANCES, IF ANY, ON ANY OF THESE CONTRACTS, ARE TO GO TO THE PARTY OF THE FIRST PART, BUT SHALL BE APPLIED AS A CREDIT FOR THE USE AND BENEFIT OF THE PARTY OF THE SECOND PART UPON THE BALANCE DUE UPON THIS CONTRACT.

THIS AGREEMENT RECOGNIZES THE EXCEPTIONS IMMEDIATELY ABOVE MENTIONED AS WELL AS THOSE IN THE DESCRIPTION, AND ALSO A TRACT SOLD TO ONE NELSON, AND AGREES THAT THE RIGHT TO HAVE A RIGHT OF WAY TO THE NELSON PROPERTY IS ALSO RECOGNIZED, AND SUCH OTHER CONTRACTS AND DEEDS AS ARE OF RECORD ARE ALSO RECOGNIZED, IT OF COURSE, BEING UNDERSTOOD THAT ALL SUMS DUE ON ALL CONTRACTS THAT MAY BE OF RECORD OR MAY BE RECOGNIZED BY THE PARTY OF THE SECOND PART, SHALL BE APPLIED TOWARDS THE CONSIDERATION TO BE PAID BY THE PARTY OF THE SECOND PART TO THE PARTIES OF THE FIRST PART.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PARTY OF THE SECOND PART SHALL HAVE THE RIGHT TO SELL ALL OR ANY OF SAID PROPERTY IN SUCH SIZE TRACTS AS THE PARTY OF THE SECOND PART DEEMS MOST ADVISABLE, IT BEING UNDERSTOOD HOWEVER, THAT THE TOTAL PRICE PER ACRE SHALL BE NOT LESS THAN \$50.00 PER ACRE UPON THE FLAT LOCATED NEAR AND AROUND CASCADE STATION, AND THAT ALL SUMS RECEIVED FROM SUCH SALES SHALL BE PAID TO THE PARTIES OF THE FIRST PART UNTIL THE CONTRACT HAS BEEN FULLY PERFORMED.

THE DESCRIPTION OF THE LAND COVERED BY THIS CONTRACT IS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ISAAC BUSH D.L.C. No. 296 SAID CORNER BEING 5.90 CHAINS NORTH 29° EAST FROM THE QUARTER CORNER BETWEEN SECTIONS 10 AND 11, TOWNSHIP 2 NORTH, RANGE 7 EAST OF WIL. M. AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID BUSH CLAIM TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF THE BUSH D.L.C. TO THE CENTER LINE OF SAID SECTION 10; THENCE WEST ALONG THE CENTER LINE OF SAID SECTION 10 TO THE CENTER THEREOF; THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION 10 TO THE SOUTHWEST CORNER OF LOT NINE IN SAID SECTION TEN (10) THENCE WEST ALONG THE NORTH LINE OF LOTS 5 AND 4 IN SAID