

WHICH TIME UPKEEP WILL BE CHARGED ON 5 ACRES AND ON THE OTHER 5 ACRES AT END OF FIVE YEARS.

AND THE SAID PARTY OF THE SECOND PART, IN CONSIDERATION OF THE PREMISES, HEREBY AGREES THAT HE WILL REGULARLY AND SEASONABLE PAY ALL TAXES AND ASSESSMENTS MADE FOR THE YEAR 1918 AND WHICH MAY BE HEREAFTER LAWFULLY IMPOSED ON SAID PREMISES.

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 CARSON WASHINGTON AND UPON THE SURRENDER OF THIS AGREEMENT, A GOOD AND SUFFICIENT DEED OF CONVEYANCE, CONVEYING 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 OR HIS ASSIGNS.

BUT IN CASE THE SAID PARTY OF THE SECOND PART SHALL FAIL TO MAKE PAYMENTS AFORESAID, OR ANY OF THEM, PUNCTUALLY 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 OF 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 IF THIS AGREEMENT HAD NEVER BEEN MADE.

IT IS UNDERSTOOD THAT FULL PAYMENT MAY BE MADE AT ANY TIME BUT THAT FULL PAYMENT WILL BE MADE WITHIN FIVE YEARS FROM SEPT 1, 1918

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

IN PRESENCE OF

J. W. ETTER

I. M. SCHANNAP

HOME VALLEY IRRIGATION & POWER CO.

PER JOHN W. COOK

OWNERS

SECRETARY.

HAROLD HAIL

PURCHASER

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

THIS CERTIFIES, THAT ON THIS 7TH DAY OF SEPTEMBER, 1918, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED HAROLD HAIL, WHO IS KNOWN TO ME TO BE THE IDENTICAL PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE PURPOSES AND USES THEREIN MENTIONED.