

SHE WILL REGULARLY AND SEASONABLY PAY ALL TAXES AND ASSESSMENTS MADE FOR THE YEAR 1923 AND WHICH ARE OR 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 DOLLARS IN A COMPANY SATISFACTORY TO THE FIRST PARTY. POLICY IN FAVOR OF FIRST PARTY AS 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 SECOND PARTY HER 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 FIRST PARTY WILL GIVE UNTO THE SECOND PARTY HER HEIRS OR ASSIGNS, UPON REQUEST AT PORTLAND, OREGON, AND UPON THE SURRENDER OF THIS AGREEMENT, AN ABSTRACT OR TITLE INSURANCE POLICY SHOWING MARKETABLE TITLE AND 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 SECOND PARTY, OR HER ASSIGNS.

BUT IN CASE THE SECOND PARTY SHALL FAIL TO MAKE THE 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 THE ESSENCE OF THIS AGREEMENT, THEN THE FIRST PARTY 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 SECOND PARTY DERIVED UNDER THIS AGREEMENT SHALL UTTERLY CEASE AND DETERMINE, AND THE PREMISES AFORESAID SHALL REVERT AND REVEST IN THE FIRST PARTY WITHOUT ANY DECLARATION OR FORFEITURE OR ACT OF RE-ENTRY, OR WITHOUT ANY OTHER ACT BY FIRST PARTY TO BE PERFORMED AND WITHOUT ANY RIGHT OF THE SECOND PARTY OF RECLAMATION OR COMPENSATION FOR MONEY PAID OR FOR IMPROVEMENTS MADE, AS ABSOLUTELY, FULLY AND PERFECTLY AS IF 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

JOHN VANZANTE

DOROTHY JONES

HIS

B. ~~XXX~~ BENNETT

MARK

GRACE MACKEY

(SEAL)

(SEAL)

STATE OF OREGON,

COUNTY OF MULTNOMAH

} ss.

BE IT REMEMBERED, THAT ON THIS 12TH DAY OF DECEMBER, 1923, BEFORE ME, THE UNDERSIGNED,, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED B, BENNETT AND GRACE MACKEY, WHO ARE KNOWN TO ME TO BE THE IDENTICAL INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARIAL)

(SEAL)

JOHN VANZANTE

NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES MARCH 1, 1924

FILED FOR RECORD JAN.7, 1924, AT 10:20 A. M., BY J. J. MACKEY

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COUNTY AUDITOR