

HAS BEEN PAID TO THE SAID PARTIES OF THE FIRST PART AT OR BEFORE THE DELIVERY HEREOF AND THE BALANCE TO-WIT, THE SUM OF \$2000.00 SHALL BE PAID ON OR BEFORE FIVE YEARS AFTER DATE AS FOLLOWS: \$300.00 ON OR BEFORE THE 15TH DAY OF JULY 1926; \$300.00 ON OR BEFORE THE 15TH DAY OF JULY 1927; \$300.00 ON OR BEFORE THE 15TH DAY OF JULY 1928 AND THE BALANCE, TO-WIT: THE SUM OF \$1100.00 ON OR BEFORE JULY 15TH, 1929, WITH INTEREST UPON ALL AMOUNTS UNPAID AT THE RATE OF SIX PERCENT PER ANNUM, PAYABLE ON THE 15TH DAY OF JULY OF EACH YEAR, PROVIDED THAT THE INSTALLMENT AND INTEREST DUE ON THE 15TH DAY OF JULY 1926 SHALL BE PAID OUT OF THE RETURNS FROM THE SALE OF THE STRAWBERRY CROP, WHICH SAID PAYMENT SHALL BE SECURED AND GUARANTEED AS HEREINAFTER PROVIDED.

AND THE SAID PARTIES OF THE SECOND PART FURTHER PROMISE AND AGREE THAT THEY WILL PAY ALL TAXES UPON SAID PREMISES WHICH SHALL HEREAFTER BE LEVIED AGAINST THE SAME BEFORE THE SAME SHALL BECOME DELINQUENT AND THAT THEY WILL KEEP THE BUILDINGS UPON SAID PREMISES IN GOOD REPAIR AND KEEP THEM UNCEASINGLY INSURED AGAINST LOSS OR DAMAGE BY FIRE IN THE SUM OF \$500.00 IN A COMPANY TO BE APPROVED BY THE VENDORS; TO PAY ALL PREMIUMS AND CHARGES ON SUCH INSURANCE WHEN DUE AND DEPOSIT ALL POLICIES WITH THE VENDORS TOGETHER WITH RECEIPT SHOWING PAYMENT OF THE PREMIUMS, WHICH SAID POLICY SHALL CONTAIN STANDARD FORM CLAUSE, MAKING THE SAME PAYABLE TO THE VENDORS AS THEIR INTEREST APPEARS. IN CASE OF PAYMENT OF ANY POLICY OR ANY PART THEREOF, THE AMOUNT SO PAID SHALL BE APPLIED EITHER UPON THE PURCHASE PRICE HEREBY SECURED OR IN RE-BUILDING OR RE-STORING THE PREMISES AT THE OPTION OF THE VENDEE.

THE SAID PARTIES OF THE SECOND PART FURTHER PROMISE AND AGREE THAT THEY WILL, ON OR BEFORE THE FIRST DAY OF MAY 1925, SET OUT AT LEAST FIVE ACRES OF THE PREMISES TO CLARKE SEEDLING STRAWBERRIES, THE SAID PLANTS TO BE THRIFTY, TAKEN FROM THE STRAWBERRY BED NOW ON SAID PREMISES AND TO BE ^{SO} SET OUT IN GOOD HUSBAND-LIKE-MANNER.

THE SAID PARTIES OF THE SECOND PART FURTHER PROMISE AND AGREE THAT THEY WILL NOT COMMIT OR SUFFER WASTE UPON SAID PREMISES AND THAT THEY WILL KEEP THE ORCHARD ON THE SAID LAND PROPERLY CULTIVATED, SPRAYED AND CARED FOR.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT THE FIRST INSTALLMENT DUE ON OR BEFORE JULY 15TH, 1926 SHALL BE SECURED AND PAID OUT OF THE PROCEEDS FROM THE SALE OF THE STRAWBERRY CROP HARVESTED IN THE SPRING OF 1926 AND IN ORDER TO SO SECURE AND PAY THE SAME, THE SAID PARTIES OF THE SECOND PART PROMISE AND AGREE THAT THEY WILL DELIVER TO THE SAID PARTIES OF THE FIRST PART THE FIRST STRAWBERRIES HARVESTED DURING SAID YEAR TO AN AMOUNT SUFFICIENT TO COVER ALL OF THE SAID INSTALLMENT AND INTEREST THEN ACCUMULATED. AS SOON AS SAID BERRIES SHALL BECOME READY FOR HARVEST, THE PARTIES OF THE SECOND PART WILL IMMEDIATELY NOTIFY THE SAID PARTY OF THE FIRST PART THAT THEY ARE ABOUT TO HARVEST THE SAME AND THEREUPON THE SAID PARTIES OF THE FIRST PART SHALL DESIGNATE THE PLACE OF DELIVERY OF SAME AT CARSON, WASHINGTON, AND THEREUPON THE SAID PARTIES OF THE SECOND PART WILL PROPERLY HARVEST AND CRATE THE SAME STRAWBERRIES FOR DELIVERY AS AFORESAID AT THE PLACE SO DESIGNATED AND THE SAID PARTIES OF THE FIRST PART SHALL HAVE THE RIGHT TO STAMP THE SAID CRATES IN THEIR OWN NAME AND TO SELL AND SHIP THE SAME TO WHOMSOEVER AND WHERESOEVER THEY MAY SEEM FIT AND FROM THE PROCEEDS, DEDUCT THE AMOUNT DUE UPON SAID INSTALLMENT AND INTEREST AND ALL OTHER SUMS THEN DUE AND PAYABLE UNDER THIS CONTRACT, AND PAY THE OVERPLUS, IF ANY THERE BE, TO THE SAID PARTIES OF THE SECOND PART, IT BEING UNDERSTOOD AND AGREED THAT FOR THE PURPOSE AFORESAID, THE SAID PARTIES OF THE FIRST PART