

OF OF SEC. 10, CONTAINING 1 ACRE MORE OR LESS; LOT 1 SECTION 15, LOT 4 SECTION 16 ALL IN TOWNSHIP 1 NORTH OF RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPTING ONE ACRE MORE OR LESS CONVEYED TO LORAN WRIGHT AS DESCRIBED IN DEED RECORDED ON PAGE 538 OF DEEDS IN BOOK "D";

EXCEPTING RIGHT OF WAY CONVEYED TO PORTLAND & SEATTLE RAILROAD COMPANY, DESCRIBED IN BOOK 1 OF DEEDS AT PAGE 270;

EXCEPTING 1.12 ACRES CONVEYED TO GEO. F. BRESLIN DESCRIBED IN BOOK "Q" OF DEEDS AT PAGE 120.

AND THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES TO PAY THEREFOR THE SUM OF \$600.00 ON OR BEFORE THREE YEARS AFTER DATE HEREOF, WITH INTEREST THEREON AT THE RATE OF EIGHT PER CENT PER ANNUM, PAYABLE ANNUALLY.

AND THE SAID PARTY OF THE SECOND PART FURTHER PROMISES AND AGREES THAT HE WILL PAY ALL TAXES LEVIED AGAINST THE SAID PROPERTY AT OR BEFORE DELINQUENCY AND WILL REGULARLY AND SEASONABLE PAY ALL INSTALLMENTS COMING DUE UPON THE MORTGAGE HELD BY THE FEDERAL LAND BANK OF SPOKANE, WASHINGTON, AND IN CASE OF FAILURE SO TO PAY, THE PARTIES OF THE FIRST PART MAY PAY THE SAME, AND SUCH AMOUNTS SO PAID SHALL BEAR INTEREST AT THE RATE OF EIGHT PER CENT PER ANNUM, PROVIDED THAT ALL SUCH TAXES AND INSTALLMENTS SO PAID BY THE PARTIES OF THE FIRST PART SHALL BE REPAID TO THEM BY THE SAID PARTY OF THE SECOND PART ON OR BEFORE ONE YEAR AFTER THE DUE DATE OF SAID TAXES OR INTEREST AND IF NOT SO PAID, THEN AND IN THAT EVENT THIS CONTRACT MAY AT THE OPTION OF THE PARTIES OF THE FIRST PART, BE ANNULLED AND ALL RIGHTS OF THE SAID PARTIES OF THE SECOND PART HEREUNDER SHALL BE FORFEITED.

THE SAID PARTY OF THE SECOND PART SHALL AND MAY HAVE POSSESSION OF SAID PREMISES BUT SHALL NOT COMMIT OR PERMIT WASTE THEREON. IN CASE THE SAID PARTY OF THE SECOND PART SHALL PAY THE ABOVE MENTIONED PRINCIPAL, TOGETHER WITH THE INTEREST THEREON AT THE TIME AND IN THE MANNER ABOVE SPECIFIED, AND SHALL PAY THE TAXES AND THE INSTALLMENTS UPON THE ABOVE MENTIONED FEDERAL LAND BANK MORTGAGE AS PROVIDED IN THE COVENANT RELATING THERETO, AND SHALL KEEP AND PERFORM EACH AND EVERY COVENANT AND CONDITION CONTAINED HEREIN, THEN AND IN THAT EVENT THE SAID PARTIES OF THE FIRST PART WILL EXECUTE AND DELIVER TO THE SAID PARTY OF THE SECOND PART A GOOD AND SUFFICIENT DEED OF CONVEYANCE CONTAINING A SPECIAL WARRANTY AGAINST THE ACTS OF THE SAID PARTIES OF THE FIRST PART, BUT IN CASE THE SAID PARTY OF THE SECOND PART SHALL FAIL TO MAKE THE PAYMENT OF PRINCIPAL ABOVE MENTIONED OR SHALL FAIL TO PAY THE INTEREST THEREON AT THE TIME THE SAME SHALL BECOME DUE AND PAYABLE OR SHALL FAIL TO PAY THE TAXES AND INSTALLMENTS DUE UPON THE SAID ABOVE MENTIONED MORTGAGE WITHIN THE SPACE OF ONE YEAR AFTER THE DATE DUE, AS ABOVE PROVIDED, THEN AND IN THAT EVENT THESE PRESENTS SHALL BECOME NULL AND VOID AND ALL RIGHTS OF THE SAID PARTY OF THE SECOND PART HEREUNDER SHALL BE FORFEITED, AND IN CASE OF ANY DEFAULT HEREUNDER THE PARTIES OF THE FIRST PART MAY IMMEDIATELY TAKE POSSESSION OF THE SAID PREMISES AND EJECT THE SAID PARTY OF THE SECOND PART THEREFROM WITHOUT ANY NOTICE, SUIT OR ACTION AT LAW OR OTHER PROCEEDURE BEING REQUIRED, IT BEING UNDERSTOOD AND AGREED THAT TIME IS OF THE ESSENCE HEREOF.

IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT A DEED TO THE PREMISES ABOVE DESCRIBED HAS BEEN MADE AND EXECUTED BY THE SAID PARTY OF THE SECOND PART TO THE SAID PARTIES OF THE FIRST PART, WHICH DEED BEARS EVEN DATE HERewith, AND THAT SAID DEED IS AN ABSOLUTE CONVEYANCE OF THE SAID PREMISES, VESTING AN ABSOLUTE TITLE THEREIN TO THE SAID SAM ANGELO, GRANTEE, AND THAT IN