

JOHNSON-COX COMPANY, PRINTERS, TACOMA, 25814

ONE HALF ($7\frac{1}{2}$) EAST OF W. M., LYING WEST OF PANTHER CREEK
FOR THE SUM OF SEVEN HUNDRED AND NO/100 DOLLARS, OF WHICH THE SUM OF ONE HUNDRED AND NO/100 DOLLARS HAS BEEN PAID AT OR BEFORE THE DELIVERY OF THESE PRESENTS. THE BALANCE OF SAID PURCHASE PRICE, TO-WIT THE SUM OF SIX HUNDRED DOLLARS TO BE PAID IN ANNUAL INSTALLMENTS OF \$100 EACH, PAYABLE ON THE 1ST DAY OF SEPTEMBER OF EACH YEAR, COMMENCING ON THE 1ST DAY OF SEPTEMBER. SEPTEMBER 1ST 1926, WITH INTEREST AT THE RATE OF 6% PER ANNUM PAYABLE ANNUALLY, / THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES THAT HE WILL PAY THE SEVERAL SUMS OF MONEY, TOGETHER WITH THE INTEREST THEREON, AT THE TIME AND IN THE MANNER ABOVE SPECIFIED, AND THAT HE WILL SEASONABLY PAY ALL TAXES AND OTHER CHARGES AND ASSESSMENTS HEREAFTER LAWFULLY LEVIED AGAINST THE SAID PREMISES, AND ALSO THE TAXES FOR 1925 NOW DUE.

THE SAID PARTY OF THE SECOND PART FURTHER RPOMISE AND AGREE THAT HE WILL NOT COMMIT WASTE UPON SAID PREMISES OR PERMIT THE SAME TO BE COMMITTED THEREON.

THE SAID PARTY OF THE FIRST PART COVENANT AND AGREE THAT UPON PAYMENT OF THE SAID SEVERAL SUMS OF MONEY, AND THE INTEREST THEREON, AT THE TIMES AND IN THE MANNER ABOVE SPECIFIED, AND THE FAITHFUL PERFORMANCE OF THE COVENANTS HEREIN CONTAINED BY THE SAID PARTY OF THE SECOND PART, IT WILL CONVEY THE SAID PREMISES TO THE SAID PARTY OF THE SECOND PART BY A GOOD AND SUFFICIENT WARRANTY DEED.

THE SAID PARTY OF THE FIRST PART FURTHER COVENANT AND AGREE THAT THE SAID PARTY OF THE SECOND PART MAY HAVE THE IMMEDIATE POSSESSION OF SAID PREMISES, AND ENJOY THE SAME SO LONG AS HE SHALL MAKE THE PAYMENTS ABOVE SPECIFIED, PUNCTUALLY AND IN THE MANNER HEREIN PROVIDED, AND SHALL KEEP AND PERFORM ALL THE COVENANTS HEREIN CONTAINED, AND NO LONGER; UPON DEFAULT IN THE PAYMENT OF ANY OF THE SAID SUMS OF MONEY, OR INTEREST, OR UPON BREACH OF ANY COVENANT HEREIN CONTAINED, THE SAID PARTY OF THE FIRST PART MAY IMMEDIATELY ENTER INTO AND TAKE POSSESSION OF SAID PREMISES AND EJECT THEREFROM THE SAID PARTY OF THE SECOND PART, OR ANY PERSON OR PERSONS HOLDING UNDER HIM, AND ALL RIGHTS OF THE SAID PARTY OF THE SECOND PART HEREUNDER SHALL BE TERMINATED AND ALL PAYMENTS MADE HEREUNDER FORFEITED TO THE SAID PARTY OF THE FIRST PART; PROVIDED, HOWEVER, SUCH REMEDY SHALL NOT BE EXCLUSIVE, BUT THE SAID PARTY OF THE FIRST PART, MAY AT HIS OPTION, SUE UPON THIS CONTRACT OR TAKE ANY OTHER ACTION IN THE PREMISES PERMITTED BY LAW.

THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS OF THE PARTIES HERETO; PROVIDED THAT NO ASSIGNMENT HEREON SHALL BE VALID WITHOUT THE WRITTEN CONSENT OF THE SAID PARTY OF THE FIRST PART.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

IT IS FURTHER AGREED THAT ANY INSTALLMENT OF PRINCIPAL OR ANY PART THEREOF, MAY BE PAID AT ANY TIME, AND ANY PAYMENTS SO MADE IN ADVANCE OF THE DUE DATE SHALL BE CREDITED ON THE INSTALLMENT OF PRINCIPAL NEXT FALLING DUE.

IN TESTIMONY WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS IN DUPLICATE THE DAY AND YEAR FIRST ABOVE WRITTEN.

HOME VALLEY IRRIGATION AND POWER COMPANY

BY THOS. UNDERWOOD PRESIDENT (SEAL)

BY K. K. BAXTER SECRETARY (SEAL)

C. S. HAIL (SEAL)
PARTY OF THE SECOND PART