

AGREEMENT

THIS AGREEMENT, Made and entered into in duplicate in Valley County, State of Idaho, this 1st day of July, 1935, by and between David Lewis, a bachelor, of Valley County, Idaho, party of the first part, and Jess R. Taylor, of the same place, party of the second part,

WITNESSETH: That the party of the first part hereby agrees to sell and convey to the party of the second part all of the following described real property situate and being in Valley County, Idaho, to wit:

H. E. Survey No. 809, embracing a portion of, approximately, Sections two and three in Township twenty north of Range thirteen east of the Boise Meridian, Idaho, more particularly bounded and described as follows:

Beginning at corner No. 1, from which the east quarter corner of Section one in said Township and Range, bears south eighty-nine degrees fifty-two minutes twenty-eight seconds east one hundred fifty-five and three hundredths chains distant; thence, south seventy-eight degrees seven minutes west twenty-two and thirty-four hundredths chains to corner No. 2; thence, south twenty-eight degrees forty-three minutes west nine and seventy-six hundredths chains to corner No. 3; thence, north twenty-two degrees forty-three minutes west eleven and thirty-nine hundredths chains to corner No. 4; thence, north eighty-four degrees twenty-three minutes west seventeen and sixteen hundredths chains to corner No. 5; thence, north fifty-three degrees fifty-one minutes west fifteen and twenty-one hundredths chains to corner No. 6; thence, south forty degrees forty-four minutes west twenty-one and seventy hundredths chains to corner No. 7; thence, north nineteen degrees sixteen minutes east twenty-two and thirty-seven hundredths chains to corner No. 8; thence, south eighty-one degrees thirty-eight minutes east sixty-four and fifty-four hundredths chains to corner No. 9; thence, south forty-five degrees twenty-one minutes east four and sixty-eight hundredths chains to corner No. 1, the place of beginning, containing sixty-four acres and eighty-four hundredths of an acre, according to the Official Plat of the Survey of the said land returned to the General Land Office by the Surveyor-General.

together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Twelve Hundred Dollars, (\$1200), lawful money of the United States, payable by the party of the second part as hereinafter specified, and in consideration of the fulfillment of and performance by said second party of all the terms and conditions of this agreement, to be kept and performed by the said party of the second part, including the payment in full of the purchase price as herein specified and provided.

The party of the second part hereby agrees to purchase the above described real property, and to pay the said purchase price therefor in the sum of Twelve Hundred Dollars (\$1200) as follows: Five Hundred Dollars (\$500) on or before the first day of December, 1935, together with interest at the rate of Six percent. (6%) per annum from the date hereof, and the sum of Seven Hundred Dollars (\$700.00) on or before the first day of December, 1936, together with interest at the rate of Six percent. (6%) per annum from the date hereof, payments received to be applied first on the interest and the balance on the principal.

Party of the second part further agrees to pay and discharge, when the same shall become due and payable, all taxes and assessments of every kind and nature levied and assessed, or that may hereafter be levied and assessed against the above described property for the year 1935 and all subsequent years during the term of this agreement;

It is expressly understood and agreed, by and between the parties hereto that should the party of the second part fail to pay any taxes and assessments levied and assessed against the above described property, or any part thereof, when the same shall become due and payable, the party of the first part shall have the right immediately upon such failure

or failures to pay said taxes and assessments and all amounts so incurred or expended by first party, together with interest at the rate of six per cent. per annum, shall immediately fall due and owing from said second party to the first party.

The party of the first part agrees that upon the execution of this agreement he will make and execute a good and sufficient warranty deed to the above described property, which said deed shall be placed in escrow with the Intermountain State Bank of Cascade, Idaho, to be delivered to the party of the first part upon the payment of the purchase price as herein specified and provided.

IT IS FURTHER UNDERSTOOD AND AGREED that the legal title and legal ^{right of} possession to all of the above described property shall be and remain in the party of the first part until the purchase price hereinbefore stated is paid in full, and all the

terms and conditions herein imposed upon the party of the second part are complied with in full; provided, however, that while this agreement.

this contract is in good standing and until the second party defaults hereunder, the said second party may use and occupy said property and enjoy the income therefrom, but shall at all times take good care of said property and the whole thereof and

neither do nor permit anything to be done, nor omit any reasonable requirement that will result in the depreciation in value or impair or defeat the rights or security hereof of the party of the first part.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that time is of the essence of this agreement, and should the party of the second part fail or refuse to make either of the payments as herein provided, or default in any covenant hereby imposed by him, the party of the first part may, at his option, rescind and cancel this

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agreement, and thereupon the same shall become null and void, and the party of the first part may re-enter and re-possess himself of said property and the whole thereof without any legal proceedings of any kind or nature, and shall have, hold and retain all money that has been paid hereunder by the party of the second part, and all improvements and additions made on or to said property as liquidated damages, and the deed placed in escrow with the Intermountain State Bank of Cascade, Idaho, shall thereupon be returned to the party of the first part.

and affixed ~~and affixed~~ HOWEVER, if the party of the second part shall pay the purchase price, as herein specified and provided, and shall perform the covenants and agreements herein contained, the said Intermountain State Bank shall deliver to said party of the first part the warranty deed placed in escrow in said bank.

THIS AGREEMENT shall apply to and bind the heirs, executors, administrators and assigns of the respective parties to this agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, in duplicate, on the day and year first above written.

Witnessed

Walter A. Estes

David Lewis
Party of the First Part.

Party of the Second Part.

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of July, A.D. 1935, before me,

_____ a _____
in and for said state, personally appeared David Lewis and
Jess R. Taylor, known to me to be the persons whose names
are subscribed to the foregoing instrument, and acknowledged
to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal the day and year first above
written.
