

Evidence of Priority 17-4053

This agreement made this 18th day of June, 1938, between David B. Dille and wife Edwene Dille, of Holbrook, Idaho, sellers and Chester Eliason of Stone, Idaho, buyer, witnesses:

That the sellers and the buyer in consideration of their mutual promises to each other hereinafter stated, have agreed, and by these presents do agree, as follows: The sellers agree to sell to the buyer his heirs and assigns the following described real property situated in the County of Oneida, State of Idaho, to-wit:

NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 15; SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$, Sec. 10; SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 9, Tp. 14 S. R. 32 EBM; less the following tract commencing at a point in the center of the Meadow Brook Creek 12 rods East of the NW corner SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, Tp. 14 S. R. 32 EBM, thence running East 68 rods, thence South 32 rods to the center of said creek, thence following the bed of said creek in its meandering course in a Northwest-erly direction 75.15 rods, more or less, to the place of beginning, containing 7 acres; also (there is covered by this contract the following)

Commencing at the Northeast corner of the SE $\frac{1}{4}$ Sec. 9, Tp. 14 S. R. 32 EBM, thence running West 16 rods to post on highway for the point of beginning; thence running West 64 rods, thence North 26 rods, ~~thence~~ to highway fence; thence 72 rods in a Southeasterly direction to the point of commencement

together with all and singular the tenements, hereditaments, and appurtenances therunto belonging or in anywise appertaining; also, all water rights appurtenant to said property or any part thereof; also all horses, 100 tons of old hay and all machinery on said premises and all livestock range rights

And the buyer agrees to purchase said property and to pay the sellers therefor the sum of \$13,000.00, as follows, the sum of \$6000.00 cash on the execution and delivery of this agreement the receipt whereof is hereby acknowledged and the sum of \$7000.00 on January 1, 1939;

It is agreed that the buyer shall at once occupy, till and in all respects cultivate the same premises in a farmerlike manner and according to the usual course of farming practiced in the neighborhood, that he will not commit any waste or damage, nor suffer any to be done; that he will keep the fences and buildings on said premises in good condition and repair, and also will take good care of said horses and machinery, and that the buyer is to have all crops now growing and to be grown thereon, and shall pay all taxes assessed against said property beginning with the year 1938

The sellers agree to execute a warranty deed in the usual form to said premises, with buyer named therein as grantee, and shall place the same in escrow in the First National Bank at Malad, Idaho, and also an abstract of title to said premises, and on the payment by the buyer of the said purchase price at the time and in the manner herein stated, sellers agree that said deed and abstract may be delivered to the buyer

The due performance of all covenants and agreements on the part of the buyer is a condition precedent whereon depends the performance of the agreements on the part of the sellers. In event of the failure of the buyer, his heirs or assigns, to keep and perform the covenants and agreements or any thereof on his part entered into, the sellers shall be released from all obligation in law or in equity to transfer and convey the said property or any part thereof, and the buyer shall relinquish all rights under this agreement, and all moneys which he shall theretofore have paid hereunder shall be considered as rent for the use of the said premises up to the time of default and as liquidated damages for such default and not as a penalty, and in such event the buyer will vacate and surrender the said premises and property and all crops and improvements thereon to the sellers on demand

The buyer may transfer this agreement at any time with the written consent of the sellers.

Time is of theessence of this agreement which shall be executed in triplicate.

All of the provisions hereof shall extend to and bind the heirs, executors, administrators and assigns of the respective parties.

In witness whereof the said parties have hereunto set their hands the day and year first above written

Edwene Dille
David B. Dille Sellers
Chester Wilason Buyer

State of Idaho
County of Oneida, ss

On this 18th day of June, 1938. before me T. E. Ray, a Notary public in and for said State, personally appeared David B. Dille and his wife, Edwene Dille, sellers, and Chester Wilason, buyer, known to me to be the persons whose names are subscribed to the within 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 in this certificate first above written

T. E. Ray Notary public
residing at Malad, Idaho
(Seal)