

roads, streets and other municipal uses, the construction and continuance of which shall not interfere with the construction, maintenance and operation of the irrigation and drainage works being constructed by the United States Reclamation Service, the said party of the second part being hereby expressly relieved of any and all damages done or which may be done in the future to said roads, streets or other necessary structures for municipal uses due to the construction, operation and maintenance of said irrigation and drainage works.

It is further expressly understood and agreed that any work to be done by the parties of the first part as herein provided shall be done under the supervision and upon plans approved by the United States Engineer.

And the party of the first part further agrees to procure and have recorded where proper for record, all further assurances of title and affidavits as may be necessary and proper to show clear title unincumbered in said party of the first part to said premises, in time for abstracting and for due examination by the proper officials in Washington, D.C.; and upon demand of the party of the second part, and upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement, a good and sufficient deed of warranty which shall convey a good title to said premises, free of lien or incumbrance, to the said United States for the uses and purposes contemplated by said act of Congress.

In consideration whereof the said party of the second part agrees that the United States will purchase said property upon the terms herein expressed and that, upon the execution and delivery of a deed in accordance with this agreement, it will cause to be paid to said party of the first part as the full purchase price of said property, and in full payment for all damage arising from the use of the same for the purposes aforesaid, the sum of Five Hundred Dollars, in cash or by disbursing officer's check.

It is further mutually agreed that liens or incumbrances existing against said premises may, at the option of the party of the second part, be removed at the time of conveyance by reserving the amounts necessary from the purchase price and discharging the same with the moneys so reserved; but this provision shall not be construed to authorize the incurrence of any lien or incumbrance against this agreement, nor as an assumption of the same by the United States.

It is further mutually agreed that the party of the second part may take immediate possession of said premises and may exercise any and all acts of ownership thereon and may in particular survey for and construct reclamation works thereon without being in any way liable therefor.

This agreement shall not operate to bind the United States to purchase said premises until it shall be approved by the Director, U.S. Reclamation Service whose approval or disapproval will be signified within three months from the date hereof and the same shall terminate by limitation at the expiration of twelve months from said date; provided that the time of this agreement may at the option of the party of the second part be extended for a period equal to any delay caused by perfecting title in the party of the first part.

The provisions of this agreement shall be binding upon and shall inure to the heirs, executors, administrators, and assigns of the party of the first part, and the assigns and successors of the United States.

In Witness Whereof, the parties of this agreement have hereunto set their hands the day and year first above written. The two typewritten sheets were attached to page one before the signing hereof and are hereby made a part hereof. Alteration line eleven, P.2, made with our assent before execution.

Witnesses: All Signatures
W.S. Wiley of Klamath Falls, Ore.
Curtis E. Widdoes of Klamath Falls Ore
W.S. Wiley of Klamath Falls Ore
Curtis E. Widdoes of Klamath Falls Ore

R.S. Moore
Clara A. Moore
C.S. Moore
Mary L. Moore
Party of the first part

W.S. Wiley of Klamath Falls, Ore.
Curtis E. Widdoes of Klamath Falls, Ore.

D.W. Murphy, for and on behalf
of the United States, party
of the second part.

Approved this 24 day of December 1907.

A.P. Davis Acting Director U.S. Reclamation Service.

State of Oregon
County of Klamath SS.

I, W.S. Wiley, a Notary Public in and for said county, in the state aforesaid, do hereby certify that R.S. Moore, Clara A. Moore, C.S. Moore, Mary L. Moore who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth. My commission expires 5th day of Sept. 1909.

Given under my hand and official seal this 30th day of October 1907.
Seal W.S. Wiley, Notary Public for Oregon

Filed and recorded on the 2nd day of January, A.D. 1908 at 8 o'clock A.M.

Geo. Chastain, County Clerk,
By Roy G. Walker Deputy

The United States
to
Frederick Beck

Patent.

Homestead Certificate No. 528
Application 862.

The United States of America,

To all to whom these presents shall come, Greeting:

Whereas there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Lakeview, Oregon, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain", and the acts supplemental thereto, the claim of Frederick Beck has been established and duly consummated, in conformity to law, for the South East quarter of Section thirty four in Township thirty seven South of Range eleven and one half East of the Willamette Meridian in Oregon, containing one hundred and sixty acres, according to the official plat of the survey of the said land, returned to the General Land Office by the Surveyor General:

Now know Ye, that there is therefore, granted by the United States unto the said Frederick Beck the tract of land above described: To have and to hold the said tract of land with the appurtenances thereof, unto the said Frederick Beck and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony whereof, I, Grover Cleveland, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the sixth day of April, in the year of our Lord one thousand eight hundred and ninety five, and of the Independence of the United States the one hundred and nineteenth.

By the President; Grover Cleveland

By M. McKean, Secretary

L.Q.C. Lamar, Recorder of the General Land Office.

Recorded, Vol. 11, Page 451.

Filed and recorded on the 31st day of December, A.D. 1907, at 10:30 o'clock A.M.
Geo. Chastain, County Clerk,
By Roy G. Walker Deputy

In the matter of the Estate : Certified Copy of Will, and of Order Admitting Will
of : to Probate and appointing Appraisers.
Henry E. Ankeny, Deceased.

Last Will and Testament :
of
Henry E. Ankeny, Deceased :

I, Henry E. Ankeny, of Jackson County Oregon, being of sound and disposing mind and memory and not acting under duress, menace, fraud or undue influence of any person whatever, do make publish and declare this my last will and testament, in manner following, that is to say:-

1.
I give and bequeath unto each of my children, the sum of one thousand dollars (\$1000.00) U.S. gold coin said children are-- viz:
Cordelia R. Ankeny- Cors Belle Crump- Annie May Ankeny- Frank Ennis Ankeny- Dolly A. Ankeny and Gladys Ankeny- and I direct my executors hereinafter named to pay said amount to each of said children who at the time of my death have attained the age of twenty five (25) years- and to set apart from the rest of my estate, and safely keep the sum of one thousand dollars for each of said children who are living at the time of my death and have not yet reached the age of twenty five years, and to pay to such child said sum of money as soon as said age of twenty five years has been attained by it or any of them.

I give and bequeath to my wife- Cordelia L. Ankeny- all the rest residue and remainder of my estate both real and personal, of every kind and nature whatsoever, and wherever situated, and owned by me at the time of my death to have and to hold the same absolutely in her own right, her heirs and assigns forever.

Lastly I hereby nominate and appoint my wife Cordelia L. Ankeny and Vincent Cook Esq. the executors of this my last will and testament and I request that they so act without being required to give any bonds whatever.

I hereby revoke all former wills made by me.
In witness whereof, I have hereunto set my hand and seal in the year 1897 and on the 14th day of August thereof.

Henry E. Ankeny Seal