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12/5

## Articles of Agreement,

made in duplicate this

day of

December

one thousand nine hundred and <sup>7<sup>th</sup></sup> ~~eight~~ (1918)

Between

Edward Halverson, of Hanley, Sask.

hereinafter called the "Vendor"—of the FIRST PART: and

Gustav L. Tostad of Hanley, Sask.

hereinafter called the "Purchaser"—of the SECOND PART;

Whereas, the Vendor has agreed to sell to the Purchaser \$ , and the Purchaser \$ has agreed to buy from the Vendor the following lands, that is to say:

The North West quarter of Section Four (4) in Township Twenty nine (29) in Range Five (5) West of the 3<sup>rd</sup> M.and to pay therefor the full sum of Twenty two hundred dollars.with interest on the same from the date hereof at the rate of Six per centum per annum until fully paid, interest payable on each first day of December, in each and every year thereafter until said purchase price is fully paid, interest and principal not paid when due shall bear interest at Six per centum per annum from the date when it became due, subject to the conditions hereinafter expressed. And the Purchaser further covenants and agrees thatand that he will break and backset in a good and husbandmanlike manner during the season of 1909 at least 20 acres on the above described premises, and a further quantity of the uncultivated arable land upon said premises to be broken and backset in the same manner during the proper seasons as follows: As may suit the convenience of the purchaser.until not less than 130 acres of land shall have been broken up; all of which breaking shall be done in the respective years before the 1<sup>st</sup> day of July. Said Purchaser further agrees that at the proper seasons of 19 and each and every year during the continuance of this contract he will seed to wheat or such other grain as said Vendor may consent to in writing all the land upon the said described premises that may be broken previously to that year unless some part of the said land be left to summerfallow as below provided; that he will properly care for, harvest and thresh said crops in due season and at his own expense, and immediately after threshing the same, but not later than the 1<sup>st</sup> in any year, commencing with the year 1909 deliver at the elevator or in cars at the nearest Railway Station in the name of the Vendor Edward Halverson in kind and as the same comes from the machine of all the wheat and other grain grown upon the said land which grain or produce shall be sold by said Vendor or his duly authorized agent and the proceeds applied toward the payment: first, of interest then due or to become due in that year; second, of any unpaid taxes or other accrued charges against said crop under the provisions of this agreement, and the balance toward the purchase price of said premises then remaining due and unpaid under this agreement. The said Purchaser further agrees that he will give the said Vendor or their duly authorized agent at least five (5) days' notice in writing of the time when he will commence to thresh and similar notice prior to hauling grain as aforesaid.

And said Purchaser further agrees that he will furnish and deliver to the Vendor immediately after the grain or any part thereof is threshed a certificate to be executed by the owner or manager of the threshing machine which threshes such grain, showing in detail the date when such grain was threshed and the number of bushels of the different kinds of grain threshed and that the charges for threshing such grain have been paid in full.

The Purchaser agrees to carefully watch for and at his own expense to kill and destroy before the same ripen and go to seed all noxious weeds which may grow on said premises during the term of this agreement, especially to pull and burn all mustard plants wherever and whenever they may be discovered, and to kill and destroy all Russian thistles before they shall have gone to seed and in strict pursuance of the law or regulation having the force of law now or hereafter made, or if by oversight any such thistles have gone to seed, whether such seed is ripe or not, to remove all such plants from their places of growth and burn them without scattering the seeds.

The Purchaser agrees to fall plough in each season at least all of the stubble land on said premises before and to spring plough before next following the remainder of such stubble land unless the Vendor shall consent in writing that some part of such stubble land be left over to summerfallow. And he agrees to do all the summer-fallowing in proper season and manner according to the best methods of cultivation.

**Now** it is hereby agreed between the parties aforesaid in manner following, that is to say: The purchaser covenant promise and agree to and with the said Vendor that the Purchaser will well and truly pay or cause to be paid to the said Vendor the said sum of money, together with the interest thereon at the rate aforesaid on the days and times and manner above mentioned; and also will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date.

**And** also will forthwith insure and during the continuance of this agreement keep insured against loss or damage by fire each and every building on the said lands, in the sum of *their full*

*measurable value* dollars, in some insurance office to be approved of by the said Vendor, and will not do or suffer anything whereby the said policy or policies may be vitiated, and will pay all premiums and sums of money necessary for such purposes as the same shall become due, and will assign and deliver over unto the said Vendor the policy or policies of insurance, receipt or receipts thereto appertaining, and if the Purchaser shall neglect to keep the said buildings or any of them insured as aforesaid, or pay the said premiums, or deliver such receipts, then it shall be lawful for the said Vendor to insure the said buildings in manner aforesaid, and all moneys expended by *him*, with interest at the rate aforesaid, computed from the time or times of advancing the same, shall be repaid by the Purchaser to the Vendor on demand. Evidence of the renewal of such insurance shall be produced to the Vendor at least three days before the insurance then existing shall expire, otherwise the Vendor may insure as above provided.

**And** that all moneys received by virtue of any policy or policies, may at the option of the said Vendor either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said premises, or in or towards the payment of the last instalment of principal falling due under and by virtue of these presents; and in case of a surplus in or towards payment of the instalment next preceding in point of time of payment, and so on, until the whole of the principal hereunder shall be paid and in case of a surplus then in or towards payment of the interest.

**And** that forthwith on the happening of such loss or damage by fire the Purchaser will furnish at *his* expense all the necessary proofs and do all necessary acts to enable the Vendor to obtain payment of the insurance moneys.

**And** the Purchaser further covenants and agrees with the Vendor that on default in payment of any instalment of interest, such interest shall at once become principal, and bear interest at the rate aforesaid, which interest shall be payable from day to day, and shall itself bear interest at the rate aforesaid if not paid prior to the next gale day, it being agreed that all interest (as well as that upon principal as upon interest) is to be compounded at each day mentioned for payment of interest.

**Provided** that on any default in the payment of any instalment of either principal or interest the whole of the principal and interest hereby secured shall at once become due and be payable.

**In Consideration Whereof** and on payment of the said sum of money with interest as aforesaid in manner aforesaid, the Vendor do covenant, promise and agree to and with Purchaser to convey and assure or cause to be conveyed or assured to the Purchaser the parcel of land with the appurtenances as aforesaid by a *good transfer* other than as against encumbrances done by the Vendor and for further assurance and subject to the conditions and reservations in the original grant from the Crown, which deed or transfer shall be in duplicate and prepared by the Vendor's solicitors at the expense of the Purchaser.

**The Purchaser** shall immediately after the execution of this agreement have the right of possession to said premises, but must get possession at *his* own expense.

**And** it is further agreed between the parties hereto that until the completion of the purchase the Purchaser shall hold the said premises as tenant to the Vendor from the day of the execution hereof at a *yearly* yearly rental equivalent to applicable in satisfaction of and payable at the same times as the instalments of principal and interest upon the principal hereinbefore provided to be paid; the legal relation of landlord and tenant being hereby constituted between the Vendor and the Purchaser.

**And** it is further agreed that in case the Purchaser shall at any time make default in any of the payments by *him* herein agreed to be paid, or in any part thereof or in the performance of any of the covenants herein contained the Vendor shall be at liberty at any time after such default, with or without notice to the Purchaser either to cancel this contract and declare the same void and forfeit any payments that may have been made on account thereof, and retain all improvements that may have been made on said premises, or to proceed to another sale of the said lands either by public auction, tender or private contract, and the deficiency, if any, occasioned by such re-sale, with all costs, charges and expenses attending the same or occasioned by such default, shall be made good by the said Purchaser, and the Vendor shall be entitled immediately upon any default as aforesaid without giving any notice or making any demand to consider and treat the Purchaser as *his* tenant, holding over without permission or any color of right, and may take immediate possession of the premises and remove the Purchaser therefrom.

And it is further agreed between the parties hereto that this agreement is subject to any lease of land described above and that the rent called for by such lease is payable to the said Vendor and that said Vendor is entitled to said rent without making any account to the Purchaser .

And it is further agreed that the Purchaser hereby accepts the title of the Vendor to the said lands and shall not be entitled to call for the production of any abstract of title or proof or evidence of title or any deeds or transfers, papers or documents relating to the said property other than those which are now in the possession of the Vendor .

And it is further agreed between the parties hereto upon payment of *all* instalments of the purchase moneys being made to the Vendor that the Purchaser is to have the privilege to ask for and the Vendor will furnish to the Purchaser ~~at the Vendor's expense~~ in accordance with the terms and provisions above mentioned ~~upon the Purchaser executing the same~~ a first mortgage on the said lands and premises free from all encumbrances, the same to provide for the payment of the balance of the purchase money in accordance with the provisions above contained, and a covenant by the Purchaser for the insurance against fire to the amounts of not less than ~~the amount of the purchase money~~ dollars, such mortgage to be the usual form of mortgage and to be prepared by the Vendor's solicitor at the expense of the Purchaser and the expense of registering the same and of the necessary searches, solicitor's fees and disbursements ~~incurred with regard to the same shall be borne by the Purchaser.~~

And it is further agreed that time is to be considered the very essence of this agreement.

It is expressly understood and agreed that the performance of each and every of the covenants and agreements herein contained is as much the consideration of this contract and a condition precedent as the payment of the purchase money aforesaid.

But if the Purchaser or *his* heirs or assigns, as the case may be, shall fail to make the payments aforesaid or any of them within the times above limited respectively or fails to carry out in their entirety the conditions of this contract in the manner and within the times above mentioned, the times of payment as aforesaid as well as the strict performance of each and every of the said other conditions and stipulations being a condition precedent and of the essence of this contract, then the party of the First Part, *his* heirs or assigns shall have the right to declare this contract null and void by a notice in writing to that effect personally served on the party of the Second Part, or in case of an assignee personally served upon the said assignee, and this provision as to cancellation in the case of an assignee shall apply where the interest of the party of the Second Part in the said lands may become vested in heirs or personal representatives and upon service of notice as aforesaid all rights and interests hereby created or then existing in favor of the party of the Second Part, *his* heirs, assigns or personal representatives or derived under this contract shall thereupon cease and determine and the premises hereby agreed to be sold shall revert to and revert in the Vendor, *his* heirs or assigns without any further declaration of forfeiture or notice or act of re-entry and without any other act by the Vendor, heirs or assigns to be performed, or any suit or legal proceedings to be brought or taken and without any right on the part of the Purchaser, *his* heirs, executors, administrators or assigns to any reclamation or compensation for moneys paid thereon, and the said land and the buildings and all improvements thereon shall be and forever remain the absolute property of the Vendor, *his* heirs or assigns and the Purchaser shall have no claim in respect of the same.

Provided however that the party of the first Part shall not exercise the foregoing power of cancellation and re-entry without first giving to the party of the Second Part one month's previous notice of *his* intention to exercise such power of cancellation and re-entry.

And it is mutually understood and agreed that in case default in payment of any moneys owing hereunder be made by the Purchaser and such default continues for three months, the Vendor may if ~~he~~ see fit to declare this contract null and void by notice from the Vendor addressed to the Purchaser directed to the Post Office at *Hunley, Sask.* and deposited in the Post Office at *Hunley, Sask.*

And the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, assigns and successors of the parties hereto.

And the Vendor covenants and agrees with the Purchaser that upon the full, prompt, faithful performance by the Purchaser of said and every of said covenants and agreements by *him* to be performed, kept and fulfilled, and upon payment of the money and sums of money above mentioned in the manner and at the time specified: then and in such case the said Vendor will convey the said land and premises to the Purchaser by a good and sufficient *transfer*.

And it is further understood and agreed that no sale, transfer or pledge of this contract or any interest therein or of all or any of the premises herein described shall be in any manner binding on the Vendor unless said Vendor shall consent thereto in writing hereon.

In Witness Whereof the Vendor and the Purchaser have hereunto set their Hands and Seals.

Signed, Sealed and Delivered,

IN THE PRESENCE OF

*John L. Isell*

*Edward Halverson*

*Gustav L. Fastad*

DATED *May 4* A. D. 1908

*Edmund Selinger*

—AND—

*Quoting & Shickel*

**Agreement for Sale of Land**

(SHARE OF CROP)

Newson & Gibbert Limited, Law Solicitors, Regina

CANADA

Province of Saskatchewan

of the

of

TO-WIT: in the Province of Saskatchewan, make oath and say:

1. THAT I was personally present, and did see

named in the within instrument who personally known to me to be the person named therein, duly sign, seal and execute the same for the purposes named therein.

2. THAT the said Instrument was executed at the of in the Province of Saskatchewan and that I am the subscribing witness to the said Instrument.

3. THAT I know the said in my belief of the full age of twenty-one years and

Sworn before me at the

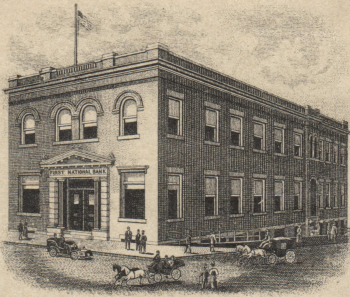
of in the Province of Saskatchewan

this day of

A. D. 19

A..... in and for the Province of Saskatchewan.

No. 6544



# THE FIRST NATIONAL BANK

OF WASECA

CAPITAL \$ 50,000.00

*Waseca, Minn.* Jan 1st 1912.

G L Tastad, Esq,  
Glenside, Sask.

Dear Sir;-

We are in receipt of your favor of the 19th addressed to Ed halvorsen enclosing draft for \$250.00, which pays the \$200.00 note enclosed herewith and interest on same amounting to \$12.25 and the balance of \$37.75 is endorsed on the ~~other~~ other paper, This letter will be your receipt.

Yours very truly,

*C. P. Sommerstad*  
Vice Pres.