

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

Yakima Indian Agency  
Toppenish, Washington  
June 28, 1955.

PUBLIC SALE OF INDIAN LAND

Notice is hereby given that, in accordance with regulations promulgated by the Secretary of the Interior, sealed bids will be received until 10:30 A. M., P. S. T., Thursday, July 28, 1955, and opened at that time at the Yakima Indian Agency, Toppenish, Washington, for the sale of Indian trust lands described on the attached bid form.

There are approximately 2,000 acres in all comprising 28 separate tracts, ranging in size from 1 to 160 acres but mainly 40 and 80-acre parcels.

These lands, comprising agricultural, grazing, homesite, and timber properties and potential commercial sites, are located in Yakima and Klickitat Counties, Washington, and Wasco County, Oregon, in the vicinities of Toppenish, Wapato, Parker, Harrah, Brownstown, White Swan and Wiley City in Yakima County; White Salmon, Husum, Klickitat and Wishram in Klickitat County; and Mosier in Wasco County.

1. DEFERRED PAYMENT PLAN: Subject to the approval of the seller(s), the sale of the lands herein offered, excepting timber properties, may be effected under the following deferred payment plan. If the bidder elects to submit his bid under this plan he shall, after negotiations for such arrangements with the Indian owners, so indicate. 25% of the purchase price (less credit for bid guaranty) is required within 30 days after notice of acceptance of bid; 25% one year from date of sale approval by the Area Director; 25% two years from said sale approval date; and 25% three years from said sale approval date. Interest rate will be 6% per annum. (A more liberal deferred payment plan may apply in the case of an Indian purchaser taking title in a trust or restricted status.) The deed will be held in escrow in the Area Office until the payments are completed; however, the purchaser will have right of possession of the property on the date of sale approval, subject to any valid existing leasehold, completion of the current use or pay period if within a fenced pasture unit under grazing permit, or, if farmed by the seller, the harvest of growing crops. In the event of default in the payments under this plan, payments made, including interest payments, will be forfeited to the Indian owner(s) and the sale cancelled.

2. CONVEYANCE: Conveyance of fee title (sub-surface rights included, unless expressly reserved herein) to the successful bidder will be by appropriate deed or the issuance of a patent in fee.



As a general rule, the Bureau of Land Management will issue patents only to tracts described as legal subdivisions or aliquot parts thereof. Irregular tracts described by metes and bounds must be surveyed by employees of the Bureau of Land Management at the expense of the parties in interest if patents are to be issued. Title in each case will be conveyed subject to existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights-of-way of record; subject also, in the case of public domain allotments (allotments not within boundaries of Yakima Indian Reservation), to a reservation for ditches or canals constructed by authority of the United States.

3. CLOSING COSTS: The purchaser shall pay, in addition to the sales price, a conveyance fee plus a tribal sales fee in accordance with a schedule thereof based on the sales price; the respective maximum amounts of said fees for each sale being \$2.50 and \$75.00. Upon completion of the sale, the purchaser is required to bear the expense of revenue stamps for recording. (The seller likewise pays a tribal sales fee and, in addition, an appraisal fee and any delinquent operation and maintenance charges for irrigation water, all of which will be satisfied from the proceeds of the sale unless sooner paid by the seller.)

4. IRRIGATION FEES: When the Indian land offered for sale is irrigable under a Federal Irrigation Project and the land has been designated as being a part of a project, there exists, in accordance with existing laws, a lien on the land for the payment of unpaid construction costs. A lien clause covering the cost of all unpaid irrigation charges, past and future, will be inserted in the instrument of conveyance issued to the purchaser. The purchaser, if other than Indian, will be required to enter into a contract for the payment of such charges and costs on a per acre basis. The contract will provide for annual payment of these charges and costs on a per acre basis together with the annual operation and maintenance charges assessed against the land. Delinquent operation and maintenance costs, however, will be satisfied from the proceeds of the sale.

5. BENEFICIAL USE AND OCCUPANCY: The lands herein advertised for sale will be sold subject to existing leases of record with the Bureau of Indian Affairs. From the date of approval of the instrument of conveyance by properly designated authority, lease rentals will accrue to the purchaser. In the event advance lease rentals have been collected by former owner(s), appropriate adjustment therefor will be made by deduction from the purchase price. Beneficial use and occupancy of lands purchased which lie within a fenced pasture unit under grazing permit will be transferred to the purchaser at the end of the current use or pay period. If the land is farmed by the seller, it is sold subject to the harvest of growing crops.

6. AWARD OR REJECTION OF BIDS: No bid inconsistent with fair market value will be acceptable. Government appraisals of the property herein offered are confidential and will not be made available.



The award on each tract will be made to the qualified bidder submitting the highest acceptable bid; provided, his bid is reasonable and it is to the interest of the Indian owner. It is to be noted that a bid on the deferred payment plan is subject to approval of the seller(s) as hereinbefore stated. In case of tie bids, award will be decided by lot. The bidder to whom the award is made will be notified as soon as practicable. The Area Director reserves the right to reject any and all bids and to waive any informality in bids received.

7. BID GUARANTY: As a guaranty of the bidder's faithful performance, each bid must be accompanied by a separate deposit on each tract (except as noted in Paragraph No. 9 concerning alternate bids) of not less than 10% of the amount bid, in the form of a certified check, cashier's check, bank draft, or money order, made payable to "Bureau of Indian Affairs". If the bid is accepted and the successful bidder shall within 30 days after due notice thereof fail to comply with the terms of his bid and remit the remainder of the purchase price, or, if on an approved deferred payment plan, the remainder of the initial payment, together with specified fees, his deposit shall be forfeited. Deposits of unsuccessful bidders will be returned to them immediately after the opening of bids if they are present; otherwise, as soon as practicable.

8. PERSONS NOT QUALIFIED TO BID: Except as hereafter stated, no employee of the Bureau of Indian Affairs shall directly or indirectly bid, or make or prepare any bid, or assist any bidder in preparing his bid. Indian employees, however, who are members of a tribe may submit a bid and, if successful, the transaction will be completed subject to the approval of the Secretary of the Interior. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this transaction or to any benefit that may arise therefrom.

9. PREPARATION AND SUBMISSION OF BIDS: The land is offered on a tract basis and, when more than one tract is desired, a separate bid must be submitted for each tract (do not bid on a per acre basis), together with a separate deposit thereon except as hereinafter noted. A bidder may bid on as many separate tracts as he wishes and shall have the privilege of designating alternate bids; provided, that of the total number of tracts he decides to bid on, the alternate bid privilege may be applied only on either two or three tracts by designating same as first and second choice, or, first, second and third choice, and his offer on each such tract will be considered according to such designations. As to the tracts on which alternate bids are submitted, one deposit only is required thereon; said deposit being 10% of the highest amount offered. Bids shall be submitted in single copy, preferably on the form hereto attached, and be enclosed, with their guaranties, in a sealed envelope addressed to "Superintendent, Yakima Indian Agency, Toppenish, Washington", and plainly marked in the lower left corner "Bid for Indian Land - open 10:30 A. M., 7/28/55".

10. SIGNATURE TO BIDS: Each bid must give the address of the bidder and be signed by him with his usual signature. The name of each person signing shall also be typed or printed below the signature.



Bids by partnerships must furnish the full name of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation (indicate also the State of incorporation), followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation, without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Government, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

11. TIME FOR RECEIVING BIDS: Bids received prior to the time for opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

12. WITHDRAWAL OF BIDS: Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

13. ERRORS IN BID: Bidders or their authorized agents are expected to inspect the property and familiarize themselves with the data herein contained. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error in the bid.

14. ATTENDANCE AT BID OPENING: At the time fixed for the opening of bids their contents will be made public. Bidders or their representatives and others properly interested are urged to attend.

Copies of this advertisement and information pertaining thereto may be obtained from the Yakima Indian Agency, Toppenish, Washington, between the hours of 8:00 A. M. and 4:30 P. M., Mondays through Fridays (holidays & bid opening date excepted) - - Telephone: Toppenish 5-6505.

*Dannie E. LeCrone*  
Dannie E. LeCrone  
Superintendent.



B I D F O R M

Mr. Dannie E. LeCrone  
Superintendent  
Yakima Indian Agency  
Toppenish, Washington

Dear Sir:

In response to your notice dated June 28, 1955, calling for bids for the sale of the following Indian trust or restricted lands, and in accordance with the provisions therein contained which are, by this reference, made a part hereof, the undersigned hereby bids on the particular item(s) desired in the respective amount entered in the space provided therefor.

Bid Item No.	Allot- ment No.	Description	Bid Amount (Indicate cash or deferred plan)
		Lands in Yakima County, Washington (Yakima Indian Reservation Allotments)	
		<u>Township 11 North, Range 16 East, W. M.</u>	
1	(1498)	SESE, Sec. 11 and SWSW, Sec. 12, containing 80 acres. Agricultural & grazing land, 55 acres irrigated from privately owned ditch known as the "Hoptowit Ditch". Old house included. Located 6 miles NW of White Swan. Sale subject to Lease No. 23335 which expires 2/28/58.	\$ _____
		<u>Township 12 North, Range 16 East, W. M.</u>	
2	(965)	Lots 8 & 9, Sec. 15 and NENE, Sec. 22, containing 113.55 acres. Agricultural land, 19 acres; balance grazing. Ahtanum Creek traverses northerly portion. Not under irrigation project. Located 3 miles SE of Tampico. Sale subject to Lease No. 22839 which expires 2/29/56.	\$ _____



Bid Item No.	Allot- ment No.	Description	Bid Amount (Indicate cash or deferred plan)
		<u>Township 11 North, Range 17 East, W. M.</u>	
3	(2652)	SESE, Sec. 12 and NENE, Sec. 13, containing 80 acres. Agricultural land. 5-room house included. 77 acres water classification under Wapato Project. Located 4 miles NW of Brownstown. Sale subject to Lease No. 22857 which expires 2/29/56.	\$ _____
		<u>Township 12 North, Range 17 East, W. M.</u>	
4	(1677) part	NWSE, Sec. 14, containing 40 acres. Agricultural land. 40 acres water classification under Ahtanum Project. Located 1½ miles south of Wiley City. Sale subject to Lease No. 203 expiring 2/28/59 which may be cancelled (as to this land--lease covers additional acreage) by purchaser at end of current crop year under specified terms.	\$ _____
		<u>Township 10 North, Range 18 East, W. M.</u>	
5	(2099)	W½SW, Sec. 1, containing 80 acres. Agricultural land. 80 acres water classification under Wapato Project. Located 2½ miles SE of Harrah. Temporarily leased for grazing under Lease No. 03674 expiring 7/31/55.	\$ _____
		<u>Township 11 North, Range 18 East, W. M.</u>	
6	(2656)	Lot 4, Sec. 7, containing 40.37 acres. Agricultural land. Old shack included. 40.37 acres water classification under Wapato Project. Located 3 ¾ miles NW of Brownstown. Sale subject to Lease No. 02183 expiring 2/29/56.	\$ _____



Bid Item No.	Allot- ment No.	Description	Bid Amount (Indicate cash or deferred plan)
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Township 11 North, Range 18 East, W. M. (cont'd)

7	(2571)	SWNW, Sec. 16, containing 40 acres. Agricultural land. 40 acres water classification under Wapato Project. Located $3\frac{1}{2}$ miles NE of Brownstown. Sale subject to Lease No. 23185 expiring 2/28/58 which may be cancelled by purchaser at end of current crop year under specified terms.	\$ _____
8	(3154) part	Lot 2, Sec. 19, containing 40.51 acres. Agricultural land. 40.51 acres water classification under Wapato Project. Located $2\frac{1}{2}$ miles NW of Brownstown. Sale subject to Lease No. 02578 which expires 2/28/57.	\$ _____
9	(2864) part	NESW, Sec. 26, containing 40 acres. Agricultural land. 36.3 acres water classification under Wapato Project. Located adjacent to NE part of Harrah. Sale subject to Lease No. 23036 expiring 2/28/57 which may be cancelled by purchaser at end of current crop year under specified terms.	\$ _____
10	(3189) part	SWNE, Sec. 32, containing 40 acres. Agricultural land. 37.1 acres water classification under Wapato Project. Located $1\frac{1}{2}$ mile SE of Brownstown. Sale subject to Lease No. 03011 expiring 2/28/59 which may be cancelled by purchaser at end of current crop year under specified terms.	\$ _____

Township 10 North, Range 19 East, W. M.

11	(2526) part	Lot 2, Sec. 5, containing 40.60 acres. Agricultural land. Old house included. 40.49 acres water classification Wapato Project. Located 1 mile south of Ashue on <del>South</del> side of McDonald Rd., $1\frac{1}{4}$ mile west of Ashue Rd. Sale subject to Lease No. 23107 expiring 2/28/57 which may be cancelled by purchaser at end of current crop year under specified terms.	\$ _____
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Bid Item No.	Allot- ment No.	Description	Bid Amount (Indicate cash or deferred plan)
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Township 10 North, Range 19 East, W.M. (Cont'd)

12            (2044)  
              part        SWNE, Sec. 10, containing 40 acres.  
                             Agricultural land. Old shack included.  
                             36.70 acres water classification under  
                             Wapato Project. Located 5 miles west  
                             of Toppenish, 1/2 mile SW of junction  
                             of South Wapato and Fort Roads. Sale  
                             subject to Leases Nos. 02845 and 03091  
                             which expire 2/29/56.

\$ \_\_\_\_\_

Township 11 North, Range 19 East, W. M.

13            (1855)        Lot 2 and SESW, Sec. 7, containing 89.8  
                             acres. Agricultural land. Small house  
                             and root cellar included. 89.8 acres  
                             water classification under Wapato  
                             Project. Located 4 miles west of  
                             Wapato on east side of Lateral "B,"  
                             1/2 mile north of West Wapato Road.  
                             Sale subject to Lease No. 223 expiring  
                             2/28/59 which may be cancelled by  
                             purchaser at end of current crop year  
                             under specified terms.

\$ \_\_\_\_\_

14            (1006 $\frac{1}{2}$ )  
              part        A parcel of land lying in SWNW, Sec.  
                             14, described as follows: Beginning  
                             at the northwest corner of S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ ,  
                             Sec. 14; thence north 150 feet along the  
                             west line of SW $\frac{1}{4}$ NW $\frac{1}{4}$ , said Sec. 14; thence  
                             east 320 feet; thence south 150 feet,  
                             more or less, to the north line of said  
                             S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 14; thence west along  
                             said line 320 feet, more or less, to the  
                             point of beginning, containing 1.1 acres,  
                             more or less. This is a potential home-  
                             site or commercial property. Agricultural  
                             land. 1.1 acres water classification under  
                             Wapato Project. Located adjacent to SE  
                             part of Wapato on east side of South  
                             Wapato Road.

\$ \_\_\_\_\_



Bid Item No.	Allot- ment No.	Description	Bid Amount (Indicate cash or deferred plan)
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Township 11 North, Range 19 East, W. M. (cont'd)

15 (1006 $\frac{1}{2}$ ) part SWNW, Sec. 14; excepting therefrom the S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Sec. 14, conveyed by deed 5/17/45, Vol. 90, Pg. 250; also excepting therefrom the parcel described in Bid Item No. 14 above; containing a net acreage of 33.9, more or less. Agricultural land. House included. 33.9 acres water classification under Wapato Project. This property has potential for commercial or homesite development. Located adjacent to SE part of Wapato on east side of South Wapato Road. Sale subject to Lease No. 23287 expiring 2/28/58 which may be cancelled by purchaser at end of current crop year under specified terms. \$\_\_\_\_\_

16 (1765) S $\frac{1}{2}$ NW, Sec. 24, containing 80 acres. Agricultural land. 73.70 acres water classification under Wapato Project. The NE part of this property is traversed by the Old Track Road and the railroad. Located 2 miles SE of Wapato on east side of McKinley Road, 5/8 mile north of State Hwy #3-A. Sale subject to Leases Nos. 362 expiring 2/29/56 and 03250 expiring 2/28/57, the latter lease covers only 2 acres in the NE corner of the allotment. \$\_\_\_\_\_

17 (1518) part A one-acre parcel lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ . Sec. 36, described as follows: Beginning at the northeast corner of the S $\frac{1}{2}$ NE $\frac{1}{4}$ , Sec. 36, proceed 150 feet south; thence 290.4 feet west; thence 150 feet north; thence 290.4 feet east to the point of beginning. This is a homesite and includes a good 2-bedroom house with basement. Agricultural land. 1 acre water classification under Wapato Project. Located 3 miles SE of Wapato on west side of Oldenway Road, 1/4 mile south of State Hwy. #3-A. Sale subject to residential lease, No. 02633, which expires 6/30/56. \$\_\_\_\_\_



Bid Item No.	Allot- ment No.	Description	Bid Amount (Indicate cash or deferred plan)
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Township 12 North, Range 19 East, W. M.

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| 18 | (2421)<br>part | A parcel of land lying in NWNWNW, Sec. 29, described as follows: That portion of the NWNW, Sec. 29, lying northwesterly of the westerly right-of-way line of the Indian Irrigation Service canal, containing 1.5 acres, more or less. Agricultural land, also potential commercial site. 1.5 acres water classification under Wapato Project. Located 3/4 mile NW of Parker on east side of Lateral "A", 3/4 mile south of its junction with State Hwy. #3-A. | \$ _____ |
| 19 | (1774)<br>part | E <sup>1</sup> / <sub>2</sub> NESE, Sec. 32, containing 20 acres. Agricultural land. 20 acres water classification under Wapato Project. Located 1 mile south of Parker.  | \$ _____ |

Township 10 North, Range 20 East, W. M.

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|----|--------|---|----------|
| 20 | (1024) | NESE,SENE, Sec. 3, containing 80 acres. Agricultural land. 77.5 acres water classification under Wapato Project. This property has potential for commercial or homesite development. Located adjacent to east part of Toppenish, bounded on the south by Lincoln Avenue, and on the east by the Zillah-Toppenish Rd. Sale subject to Lease No. 22724 which expires 2/29/56.   | \$ _____ |
| 21 | (1979) | SENW, SWNE, Sec. 30, containing 80 acres. Grazing land. 74.5 acres tentatively designated for <u>future</u> water classification under Wapato Project. Located 5 <sup>1</sup> / <sub>2</sub> miles SW of Toppenish on north bank of Marion Drain, 1/2 mile south of Jensen Road between Becker & Oldenway Roads. Sale subject to Lease No. 03181 expiring 2/28/59 which may be cancelled by purchaser at end of current year under specified terms. | \$ _____ |



Bid Item No.	Allot- ment No.	Description	Bid Amount (Indicate cash or deferred plan)
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Lands in Klickitat County, Washington  
(public domain allotments)

Township 3 North, Range 10 East, W. M.

22	(Van-642)	<p>NW<math>\frac{1}{4}</math>, Sec. 12, containing 160 acres. This is primarily a timber growing property and is also used for grazing. There are approximately 87 acres of merchantable timber consisting mostly of Douglas Fir and some White Fir. Located 2<math>\frac{1}{2}</math> miles NW of White Salmon. Sale subject to Lease No. 02913 for grazing purposes and cabin site only which expires 2/29/60.</p>	<p>(Cash)</p> <p>\$ _____</p>
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Township 4 North, Range 11 East, W. M.

23	(Van-427)	<p>SESW, SWSE, Sec. 16 and NENW, NWNE, Sec. 21, containing 160 acres. This is a forested area with about 30 acres of bottom land. Rattlesnake Creek traverses this property and there is a gravelled road in the NW part. The timbered area comprises approximately 104 acres and consists of Douglas Fir and Ponderosa Pine. Located 4 miles NE of Husum.</p>	<p>(Cash)</p> <p>\$ _____</p>
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Township 4 North, Range 13 East, W. M.

24	(Van-981)	<p>N<math>\frac{1}{2}</math>NE<math>\frac{1}{4}</math>, E<math>\frac{1}{2}</math>NW<math>\frac{1}{4}</math>, Sec. 28, containing 160 acres. Grazing land with some timber consisting of Ponderosa Pine. Located 1<math>\frac{1}{2}</math> miles SW of Klickitat. Sale subject to Lease No. 02897 for grazing purposes only which expires 2/28/58.</p>	<p>(Cash)</p> <p>\$ _____</p>
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Bid Item No.	Allot- ment No.	Description	Bid Amount (Indicate cash or deferred plan)
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Township 4 North, Range 13 East, W.M. (cont'd)

25	(Van-890)	S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 28, containing 160 acres. House included. Some timber consisting of Ponderosa Pine and White and Douglas Fir. About 38 acres of tillable land; balance suitable for grazing and forest purposes. The Klickitat River traverses this property and also an oiled county road and the S. P. & S. Railroad. Located 1 $\frac{3}{4}$ miles SW of Klickitat. Sale subject to Lease No. 23141 for farming and grazing which expires 2/28/57.	(Cash)  \$ _____
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26	(Van-57 & 203)	E $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 28, containing 160 acres. Timbered areas comprise about 28 acres consisting mainly of Ponderosa Pine and a fir mixture; about 6 acres of tillable land; balance grazing. Potential value as homesite. The Klickitat River traverses this property and also a county road and the railroad. Located 2 $\frac{1}{2}$ miles SW of Klickitat. Sale subject to Lease No. 02930 for grazing purposes which expires 2/28/58.	(Cash)  \$ _____
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Township 2 North, Range 15 East, W.M.

27	(Van-176)	S $\frac{1}{2}$ SW $\frac{1}{4}$ , Sec. 2, containing 80 acres. Grazing land. Located 4 miles NE of Wishram, 1 mile north of State Hwy. #8. Sale subject to Lease No. 02379 which expires 2/29/56.	\$ _____
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Bid Item No.	Allot- ment No.	Description	Bid Amount (Indicate cash or deferred plan)
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Land in Wasco County, Oregon  
(public domain allotment)

Township 2 North, Range 11 East, W.M.

28	(TD-39)	<p>Lot 4, Sec. 1, containing 31.20 acres. Approximately 28 acres is covered by loose basalt rock of such depth and density as to not permit use for agricultural or forest purposes. There are about 3 acres of sparse open stand of young Ponderosa Pine. This 3 acres has a potential for homesite development. Of historical significance, there are a series of rock structures (aboriginally constructed stone monuments) on this tract. Located adjacent to southern limits of Mosier.</p>	<p>(Cash) \$ _____</p>
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If a successful bidder, the undersigned hereby requests that the instrument conveying fee title recite the name(s) of the grantee(s) as follows (full and complete legal name should be shown -- individuals should show first and middle names in full):

Required bid deposit is enclosed in amount(s) as follows:

Dated this \_\_\_\_\_ day of July, 1955.

Signature of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_