

interest payable annually. And in case suit or action is instituted to collect this note, or any portion thereof, I, we or either of us promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

No. --- Date ---

C. E. Larsen

And the said C. E. Larsen does hereby covenant and agree to and with said Davidson Fruit Co as one of the conditions of this instrument of writing that he the said C. E. Larsen will at his own expense and trouble, well and carefully tend and care for said crop until it is ready for harvest, and that at proper season, without delay, he will, at his own expense, harvest and thresh said crop and deliver the same in good merchantable condition to said Davidson Fruit Co at Hood River, Oregon to be held and sold by said Davidson Fruit Co as its property for the payment of said note at maturity thereof. Now should the said C. E. Larsen fail neglect or refuse to perform all the conditions of this instrument at proper time, or should he neglect or allow said crop to go to waste or be destroyed or damaged either in whole or part or should default be made in the payment of the said principal sum or any installment of interest thereon or should the said C. E. Larsen sell or dispose of, or attempt to sell or dispose of or remove or attempt to remove out of said County said property, or any part thereof, without first obtaining the written consent of the said Davidson Fruit Co or suffer the same or any part thereof, to be taken on attachment or execution, then it shall be lawful for the said Davidson Fruit Co its assigns or legal representatives, with the aid and assistance of any person or persons whatever, to enter any place or places where the said goods and chattels may be found and take and carry away the same, and the same to sell or dispose of at public or private sale as it may see fit, and out of the proceeds arising from such sale to retain and pay the sums above mentioned, and costs and expenses and reasonable charges for making such sale together with its reasonable attorney's fees and the overplus, if any there be, pay to the said C. E. Larsen his heirs or legal representatives. Witness my hand this 23^d day of December A. D. 1902.

Done in the presence of

C. E. Larsen

J. E. Smith

C. S. Ewing

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