

of January, A.D. 1903, before me personally appeared Ella Foster and T.F. Foster, her husband to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 21 day of Jan A.D. 1903

J.P. Gillette

Notarial Seal

Notary Public in and for the State of Washington
residing at Stevenson in said County

Filed for record by P.C. Mitchell on the 21st day of January A.D. 1903 at 2:30 o'clock P.M.

A. Fleckham

Ass. Auditor

Ed Underwood to Davidson Fruit Co.

Know all men by these presents, That I, Ed Underwood for and in consideration of the sum of Fifty (50) Dollars, to me in hand paid by the Davidson Fruit Co. the receipt of which whereof is hereby acknowledged, do hereby bargain, sell, assign and transfer unto the said Davidson Fruit Co. as its exclusive property until payment in full of the note hereinafter named, the following described personal property, the same being owned by me and in my possession to-wit: the right of fruit growing and to be grown during the lifetime of this mortgage on the farm of my farm of 110 acres there being about three acres of ~~strawberries~~ ^{strawberries} said farm being situated as follows, to-wit: In the S. E. $\frac{1}{4}$ of Sec. 15 Town ~~first~~ ^{first} of Range 10 East, W. M., Marion Co., Washington. The above ~~sale~~ ^{note} is intended as mortgage to secure to the said Davidson Fruit Co. its assigns or legal representatives, the payment of a certain promissory note of which the following is a true copy, to-wit:

\$50⁰⁰

Hood River, Oregon Jan 22 1903

July 1st 1903 after ~~due~~, without grace, I, we or either of us promise to pay to the order of Davidson ~~Fruit~~ Co. Fifty ⁰⁰ Dollars, for value received, with interest after date at the rate of ~~10~~ ¹² per cent per annum until paid. Principal and interest payable in U.S. Gold Coin, of the present standard value at Bank of Butler & Co. Hood River, Or. 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.

Ed Underwood

And the said Ed Underwood 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 Ed Underwood 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 said crop and deliver the same in good merchantable condition to said Davidson Fruit Co. at its warehouse in Hood River, Or. to be held and sold by said Davidson Fruit Co.

Dated
Bk G My
Pg 38