

William Graham to A. D. Huntley.

This Indenture, made the 7th day of May in the year of our Lord one thousand nine hundred and three between William Graham (unmarried) of Cuyamaca County of Washington State of Idaho the party of the first part, and A. D. Huntley of Cuyamaca County of Washington, State of Idaho, the party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of Five hundred Dollars, lawfull money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey, unto the said party of the second part, and to his heirs and assigns, forever, all that certain lot piece or parcel of land, situate, lying and being in the County of Stansburia and State of Washington, and particularly described as follows, to-wit: S E 1/4 Sect. (17) seventeen T¹ (2) North of Range (6) six East of the Willamette Meridian, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. This Grant is intended as a mortgage to secure the payment of one certain promissory note of even date herewith, executed and delivered by the said William Graham to the said party of the second part, of which note in words and figures following, to-wit:

\$500.⁰⁰

Council, Idaho May 7th 1903.

On or before five years after date, without grace I promise to pay to the order of A. D. Huntley Five hundred Dollars in Gold Coin of the United States of America, of the present standard value, with interest thereon, in like Gold Coin, at the rate of 10 per cent, per annum from date until paid, for value received, Interest to be paid annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note; or any portion thereof I promise to pay and agree to pay in addition to the costs and disbursements provided by statute reasonable Attorneys fees in said suit or action.

William Graham.

And these presents shall be void if such payment be made. But in case default shall be made in the payments of said principal sum of money, or any part thereof, as provided in said note, or if the interest be not paid as herein specified, then and from thenceforth it shall be optional with the said party of the second part, his executors, administrators, or assigns, to consider the whole of said principal sum expressed in said note, as immediately due and payable, although the time expressed in said note for the payment thereof shall not have arrived; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same and all benefit and equity and redemption of the said party of the first part, his heirs, executors, administrators, or assigns, according to law, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said promissory note, together with the costs and charges of foreclosure suit,