

C. E. Larson to Davidson Fruit Co.

Crops Mortgage.

Know all Men by these Presents, That I, C. E. Larson, for and in consideration of the sum of One Hundred Dollars, to me in hand paid by Davidson Fruit Co. the receipt 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 crop of Strawberries now growing, and to be grown during the lifetime of this mortgage on my farm, near Underwood, Wash., there being about five acres of strawberries on the farm which is described as follows: The N.W. 1/4 of the N.W. 1/4 of Section 14, Town 3 N. Range 10 East, W. 11b. being in Skamania County, State of Washington.

The above sale is intended as a 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:

\$100⁰⁰

Copy

Hood River, Oregon Aug 17. 1903.

July 1- 1904 after Date, without grace, I, we or either of us promise to pay to the order of the Davidson Fruit Company, One Hundred Dollars (\$100) Dollars, for value received, with interest after Date at the rate of 10 per cent per annum until paid. Principal and interest payable in U. S. Gold coin, of the present standard value, at Hood River, Oregon, with 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.

Due July 1. 1904.

C. E. Larson

And the said C. E. Larson 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. Larson 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 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. Larson 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. Larson sell or dispose of, or attempt to sell or dispose of, or remove or attempt to remove out of said county said property, or in 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