

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 Mtly 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 fee in such suit or action.

Copy by.

signed { C. H. Thornton

And the said C. H. Thornton does hereby covenant and agree to and with said H. F. Davidson, as one of the conditions of this instrument of writing, that he the said C. H. Thornton, 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, pick and pack said crops and deliver the same in good merchantable condition, to said H. F. Davidson at Hood River Ore to be held and sold by said H. F. Davidson as his property for the payment of said note at maturity thereof.

Now should the said C. H. Thornton fail, neglect or refuse to perform all of the conditions of this instrument at proper time, or should he neglect or allow said crops to go to waste, or be destroyed or damaged, either in whole or in 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. H. Thornton 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 H. F. Davidson, or suffer the same, or any part thereof, to be taken on attachment or execution, then it shall be lawful for the said H. F. Davidson, his assigns or legal representatives, with the aid and assistance of any person or persons whatsoever, 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 he may see fit, and out of the proceeds arising from such sale to retain and pay the sums of money above mentioned, and the costs and expenses, and reasonable charges of making such sale, together with his reasonable attorney's fees, and the overplus if any there be, pay to the said C. H. Thornton his heirs or legal representatives.

Witness my hand this 5th day of February A. D. 1904

Done in the presence of

H. D. Wagner

H. M. Huxley

C. H. Thornton

Seal

State of Oregon

County of Wau } ss.

Be it Remembered, That on this 5th day of February A. D. 1904, before me, the undersigned, a notary public in and for said county and State, personally appeared the within named C. H. Thornton, who is known to me to be the identical individual described in and who executed the within instrument,