

NO 8310 Equity

Petition

Filed March 6 1908.

To the Honorable the Judges of Said Court:-  
The Petition and Report of Sale of Edgar L. Anwan  
Mortgagee of Jacob G. Towell, respectfully represents.

1. That on the tenth day of April in the year  
Nineteen hundred, a Certain Jacob G. Towell, respect-  
fully represents.

1. That on the tenth day of April in the year  
Nineteen hundred, a Certain Jacob G. Towell, by his deed  
of Mortgage, duly executed, acknowledged and recorded,  
a Certified copy of which is filed herewith as part hereof  
Marked Exhibit A. Conveyed to your petitioner Certain  
real estate described therein to secure the payment of  
a sealed waiver note for one hundred dollars, dated  
the 10th day of April in the year 1900, payable to  
your petitioner or order three years after date with interest  
from date, the interest payable annually, and filed  
herewith as part hereof, Marked Exhibit B. Conditioned  
that if the said Jacob G. Towell, his heirs or assigns  
should pay the said sealed waiver note for one  
thousand dollars with the interest thereon when and  
as the same should become due and payable, according to  
its terms, then the said Mortgage should be void, and  
provided further that if default should be made in the  
payment of the said sealed waiver note at maturity,  
or of the interest thereon annually, then the entire  
Mortgage debt should be deemed to be due, and  
demandable, and it should be lawful for the said  
Edgar L. Anwan his heirs or assigns at any time after  
such default to sell for cash, the property thereby mortgaged, to  
satisfy and pay said debt, interest and all costs incurred  
in making such sale and to grant and convey the  
said property to the purchaser or purchasers thereof, his, her  
or their heirs or assigns, which said sale was to be  
made after giving thirty days notice of the time, place,  
manner and terms of sale, in some newspaper published  
in said Tulelake County, the proceeds of said sale  
to be applied first, to the payment of all costs and  
expenses incident to such sale, including reasonable Counsel  
fees, and usual Chancery Commissions, secondly to the  
payment of all claims of the said Mortgagee, his  
personal representatives or assigns, or to whomsoever may be  
entitled to receive the same.

2. That default having been made authorizing the  
exercise of the power of Sale contained in said  
Mortgage, your petitioner filed with the Clerk of the