

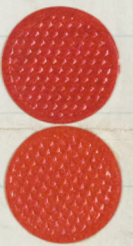
Know all men by these Presents that
 Carlos T. Huntington and Samuel B. Birdsall do hereby
 mutually agree as follows- said Huntington being
 indebted to said Birdsall by virtue of a certain
 Indenture of Mortgage given by said Huntington
 to said Birdsall bearing date the 15th December
 1856, recorded in the Recorder's Office of San
 Francisco County California in Book 33 of Mortgages
 page 545, Conditioned for the payment of three
 thousand dollars twelve months after ^{the} date
 thereof, he hereby agrees to pay to said Birdsall
 said three thousand dollars in three equal annual
 payments on the fifteenth day of December
 in Eighteen hundred and fifty nine, Eighteen
 hundred and sixty, and Eighteen hundred and
 sixty one, with interest on all sums unpaid
 at the time of each payment computed from
 the fifteenth day of December Eighteen hundred and
 fifty eight at seven per cent per annum and in
 case said Huntington shall sell and convey the
 mortgaged premises before the payment in full
 of said debt and interest, then he shall at the
 time of such conveyance pay and satisfy the
 said three thousand dollars and interest or the
 balance thereof then unpaid; and the said
 Birdsall hereby agrees to extend and he hereby
 does extend the time of payment of said debt
 and interest until the times at which said
 Huntington herein above agrees to pay the same;

but in case default shall be made by said Huntington in the payment of any installment of said debt or interest at any of the times above limited for the payment thereof, the whole debt and interest shall fall due immediately, and said Birdsall may proceed immediately to collect or enforce said debt by foreclosure or otherwise, and this present instrument shall cease and become null and void.

In witness whereof the said parties have hereunto set their hands and seals this thirty first day of December One thousand eight hundred and fifty eight.

Sealed and delivered
in presence of
F. P. Harriott.

Charles T. Huntington
Saml. B. Birdsall



It is understood that the interest on the within mortgage is to be paid quarterly—

C. T. Huntington

New York, Jan'y 26. 1863 Received from H. H. Knight Esq. for Debt to H. H. Birdsall hundred & fifty dollars in full for Principal & interest of within Bond
\$1150=

S. B. Birdsall

John Howell Purchase