

W. Loom

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P. J. McGowan & Sons (Incorp)

This Indenture, made and entered into this 23rd day of October, A.D. 1899, by and between P. J. McGowan & Sons, Incorporated, a corporation existing under and by virtue of the laws of the State of Washington, of Pacific County, in said State, party of the first part, and W. Loom, of Multnomah County, Oregon, party of the second part, Witnesseth:

Whereas, the party of the first part has agreed to advance to said party of the second part the sum of One Thousand Dollars on the 2nd day of October, 1899, and further, to make certain other advances of money as may from time to time be required by the said party of the second part, to the extent of One Thousand Dollars additional upon a statement being made and receipts presented showing the moneys already advanced have been expended in the manner herein contemplated, and supplies as may be required by said second party, to be used in the repairing, equipping, maintaining, and operating two certain fish wheels, one being situated on the south bank of the Columbia River in Multnomah County, Oregon, in Lot No. 1, in Section 31, Township 2 North, of Range 7 East, T. 2 N., and one on the upper end of that certain gravel bar known as Shaw lands on the land commonly known as Jaws Island, in Section 30, Township 2 North, of Range 7 East, T. 2 N., in Skamania County, Washington, and any other fish wheels or fishing appliances that the said W. Loom may own or operate in the waters of the Columbia River at or near the same locality above described.

Now, Therefore, In consideration of the payment of the aforesaid One Thousand Dollars and other sums of money and advanced by the said party of the first part, and for the further considerations hereinafter mentioned, the said second party covenants and agrees to and with the said first party that he, the said second party, will make, execute and deliver to said first party his promissory note payable on or before five years from and after the date of signing this article of agreement, and immediately after the payment of the above mentioned One Thousand Dollars first to be paid, will also make, execute, acknowledge and deliver to said party of the first part a mortgage on all of said property in Oregon, above described, and give an assignment of a certain lease, as collateral security, made between T. B. Jones and said W. Loom, on March 30, 1897, which said Lease was duly recorded in Book of Leases, on page 83, in the office of the County Auditor of Skamania County, Washington, to secure payment of said promissory note, future advances and supplies; said promissory note to bear interest at the rate of 8 per cent. per annum, interest

payable annually on the 1st day of September of each year.

And it is further covenanted and agreed by and between the parties hereto, that the said second party, his heirs and assigns, shall deliver all salmon, bluebacks, and steelheads caught by the said fish wheels and other fishing appliances to the said first party at cannery tender or at cannery of the said first party, for which the said first party covenants and agrees to allow the said second party the sum of six cents per pound for all white fish, the sum of three cents per pound for all steelheads and bluebacks and the sum of four cents per pound for all chinook salmon so caught and delivered as aforesaid, and apply the proceeds thereof in payment of interest on said note and mortgage and advances of whatever nature, and the balance pay over to said second party.

And it is further covenanted and agreed by the parties hereto, that this contract and agreement shall be in full force and effect for the term of five years from and after the signing of the same. And should the said note above mentioned be paid according to the terms hereof before the expiration of said term, said party of the first part agrees to surrender said note and acknowledge the payment thereof upon the record of said mortgage when so paid, and said mortgage and this contract in all these matters to continue for the remainder of the said term. The said mortgage to still continue as security for all advances, and the said party of the first part to pay said party of the second part in full all amounts due him on the first day of September of each year, less any advances, as aforesaid; it being further understood that the party of the first part is to render the party of the second part a statement each year on the 1st day of September, thereof.

It is understood and agreed that the prices named herein are applicable only to the spring catch of fish, between April 10 and August 10th of each year, or such other time as may by statute be enacted.

It is further expressly agreed by and between the parties hereto that should the second party, his heirs or assigns, sell salmon, bluebacks and steelheads caught by said wheels or other fishing appliances to parties other than the party of the first part, without its consent, then the said note, mortgage and advances shall immediately become due and payable and may be foreclosed at once.

It is further expressly covenanted and agreed by the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, administrators and assigns

Filed for record by Mr. S. M. Gowan 20th November, 1899. at 9 o'clock. A.M.
Wm. K. K.

Filed for record by H. S. McGowan 20th November, 1899, at 9 o'clock A.M.

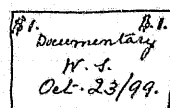
C. M. Kirk

So. Auditor

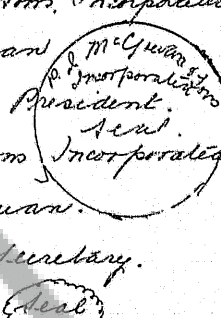
of the party of the second part, and upon the successors and assigns in interest of the party of the first part.

In witness whereof, the parties hereto have set their hands and seals on this 23rd day of October, A.D. 1899. to this contract, executed in duplicate.

Executed in the presence of
Valentine Brown
J. H. Ward



P. J. McGowan & Sons, Incorporated
By P. J. McGowan
P. J. McGowan & Sons, Incorporated
By H. S. McGowan
H. S. McGowan
Secretary.



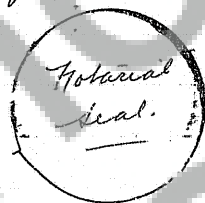
State of Oregon }
County of Multnomah } ss.

This certifies, that on this 23rd day of October, A.D. 1899, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named H. S. McGowan, who is personally known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same.

In testimony whereof, I have herewith set my hand and affixed my notarial seal the day and year last above written.

J. H. Ward.

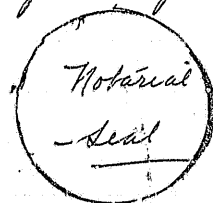
Notary Public for the State of
Oregon, residing in Portland therein.



State of Washington }
County of Pacific } ss.

This certifies that on this 24th day of October, A.D. 1899, before me, E. P. Morrison, a Notary Public in and for said County and State, personally appeared P. J. McGowan, President of the P. J. McGowan & Sons, Incorporated, and H. S. McGowan, personally known to me to be the Secretary of said corporation, and each personally acknowledged to me that such corporation executed the same.

In witness whereof, I have herewith set my hand and seal the day and year last above written.



E. P. Morrison
Notary Public for the State of
Washington, residing in Chinook
therein.

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